



## ***Nabha Power Limited***

Regd. Office: PO Box No. 28, Near Village Nalash, Rajpura, Punjab-140401, India

**Document No: NPL/RCR/2021-22/063**

*Rev No 0. Dated 19 May 2022*



**BID DOCUMENT  
FOR  
TRANSPORTATION OF COAL FROM MINE TO NPL PLANT THROUGH  
ROAD CUM RAIL (RCR) MODE  
FOR  
NABHA POWER LIMITED  
FROM  
BCCL Command Area**

**Communication Address:**

PO Box No. 28, Near Village Nalash,  
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## **GENERAL TERMS AND DISCLAIMERS**

1. Any defined term used in this Bid Document shall have the meaning given to it in Annexure VIII (General Terms and Conditions) or as is defined elsewhere in this Bid Document.
2. For the avoidance of doubt it is clarified that, prospective Bidders shall not be permitted to Bid through a Consortium of any form.
3. This document is for inviting Bids for Transportation of Coal from mine site to NPL Power Plant through Road cum Rail (RcR) Mode. The purpose of this Bid Document is to provide potential Bidders with information to assist the formulation of their Bid. Whilst this Bid Document has been prepared in good faith, all information contained in this Bid Document, including financial, geographical, commercial, legal and technical information has been included for illustrative purposes only to assist Bidders in making their own evaluation of the Bid. Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid for the Scope of Work. The Bidder shall conduct appropriate due diligence, investigations, projections, conclusions and consult their own advisors to independently verify the information and facts in this Bid Document and to obtain any additional information they might require prior to submitting their Bid.
4. Neither NPL, nor its employees, partners, directors, other staff or the consultants/advisors of any such person:
  - a. accepts any responsibility or liability to any Bidder or any other person arising out of or in relation to this Bid Document (including in relation to omissions of information) and/or in respect of the use of, reliance on, such information by Bidders and/or incurred or suffered any costs, losses, damages & other consequences in connection with anything contained in this Bid Document including any matter deemed to form part of this Bid Document, the award of the Contract, or otherwise arising in any way from the qualification process for the said Contract; and
  - b. makes any representations or warranty (express or implied) as to the adequacy, accuracy, reasonableness or completeness of any information in this Bid Document.

Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Bid.

5. This Bid Document includes statements, which reflect understanding of various assumptions arrived at by NPL to give a reflection of current status to the Bidders. Bidders are advised to make their own assessments prior to submitting their Bids.
6. Each Bidder shall inspect and examine the relevant infrastructure at mine(s), siding(s) and at NPL Power Plant and obtain all information required and satisfy itself regarding all matters and things before submission of its Bid including but not limited to (i) the type and number of equipment and facilities including transportation facilities required for the satisfactory completion of the Scope of Work set out in this Bid Document; (ii) the quantities of various

sections of the work; (iii) the availability of local labour; (iv) availability and rates of materials; and (v) local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.

7. By participating in the Bid process, each Bidder acknowledges and accepts that it has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of NPL or any person working in the Bid process. Furthermore, the Bidders shall familiarise themselves with the Fuel Supply Agreement and its addendums. Such participation shall be considered as deemed acceptance of the terms and conditions of this Bid Document.
8. NPL may at its own discretion, but without being under any obligation to do so, update, amend or supplement this Bid Document as may be deemed necessary by NPL at any time including to:
  - a. amend the Scope of Work and/or terms of the business opportunity described in this Bid Document.
  - b. amend, terminate or suspend any element of the procurement process, including by extending any date, time period or deadline provided for in this Bid Document.
  - c. reject or disqualify any or all Bid(s) with or without assigning any reason.
  - d. waive any defect or irregularity in any Bid or any non-conformity in the form or content of any Bid and accept that Bid.
  - e. re-advertise for new Bids or enter into negotiations for this Bid Document with other qualified third parties; and/or
  - f. proceed with the Scope of Work and/or work of a similar nature in some other manner or not at all.

Notice of such change shall be uploaded on NPL's website <https://www.nabhpower.com/tenders/coal-procurement-tenders/>. Bidders are required to visit the website and keep abreast of any such changes.

9. Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy itself that the documents are complete in all respects. Intimation of any discrepancy shall be given to NPL immediately in writing. If no intimation is received from any of the Bidders within the timelines of clarifications/ suggestions, it shall be considered that the Bid Documents are complete in all respects and have been received by the Bidder. NPL also reserves the right as to whether to implement or not the clarification/ suggestions received within the timelines and is in no way bound to implement any/all suggestions.
10. NPL reserves the right to abandon the bidding process resulting in non-award of contract to any Bidder against this bidding process. In such cases, the EMD (as described further in Vol I - Instructions to Bidders below) will be refunded to the Bidders post internal deliberation of NPL. NPL's decision in this regard shall be final and binding to all the Bidders. EMD will not earn interest at any point of time.
11. NPL reserves the right at its sole discretion to cancel or amend the bidding process or to reject any or all of the Bids received without assigning any reasons. NPL shall not be liable for

any claim whatsoever and/or any expenses or losses that might be incurred by the Bidder in preparation and submission of the Bid as well as for post bid discussions/interactions. For the avoidance of doubt, each Bidder is solely responsible for all costs incurred in evaluating whether or not to submit a Bid, in the preparation of any such Bid and in participation of the bidding process, including, without limitation, all costs of providing information requested by, or on behalf of, NPL, attending meetings, conducting due diligence and engaging in negotiations.

12. It shall not be binding on NPL to accept the lowest or any other Bid. It shall not be obligatory on the part of NPL to furnish any information or explanation for the cause of rejection of the whole or any part of the Bid.
13. The ordered quantities of Coal may vary depending upon the decision of NPL and/or allocation of Coal by Coal Company from time to time. NPL reserves the right to vary the quantity of Coal on month to month basis.
14. Bidder shall not assign or transfer the Contract or any part thereof, without prior written consent of NPL.
15. Bidder shall comply with Applicable Laws and requirements/policies of Coal Company/CIL/Indian Railways/State Govts. and any other statutory authority (s) related to release, transportation, and handling of Coal during the tenure of the Contract.
16. This Bid Document and the Contract shall be governed by the laws of India and all legal proceedings in connection with the Bid Document and Contract shall be subject to the exclusive jurisdiction of the courts at Chandigarh, India.
17. Unless otherwise specified, reference to any document that is required to be submitted implies that the same is to be submitted in original. If there is a discrepancy between the original document and its copy, the original document will be considered for the bidding process.
18. NPL reserves its right to make changes/amendments to this Bid Document and any Purchase Order.
19. Insurance and safety of workers/Employees of Bidder is in the scope of Bidder.
20. Bidders shall not for the duration of the bidding process, solicit or entice away the employees of NPL, nor knowingly do or cause to be done any act whereby any such person would be induced or encouraged to leave the employment or engagement of NPL (whether or not such employee would commit a breach of his contract of employment or engagement by leaving) unless NPL has given its consent to such solicitation, or other relevant act. NPL may, at its discretion, disqualify from further involvement in the bidding process any Bidder who fails to comply with this requirement.

21. Canvassing in any manner (either directly or indirectly) may, in NPL's sole discretion, lead to disqualification and blacklisting of the Bidder from further involvement in the bidding process and from participating in the future tenders issued by NPL for 1 year (or such other period as determined solely by NPL at its sole discretion).
22. NPL is concerned to avoid any conflicts of interest and may, at its discretion, disqualify any Bidder from further involvement in the bidding process, should an actual or potential conflict of interest arise.
23. NPL may, at its discretion, disqualify from further involvement in the bidding process any Bidder who is in conflict of interest with one or more Bidders, a Bidder is set to be in conflict of interest if (either directly or indirectly):
  - a. fixes or adjusts any element of the pricing of its Bid by or in accordance with any agreement or arrangement with any other Bidder;
  - b. enters into any agreement with any other person to the effect that such other person shall refrain from submitting a Bid and/or shall limit or restrict the competitiveness of any element of the pricing of its Bid;
  - c. causes or induces any person to enter such agreement as is mentioned in either of the above;
  - d. communicates to any person other than NPL the amount or approximate amount of any element of the pricing of its Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid, or professional advice required for the preparation of its Bid); and/or
  - e. causes or induces any person to inform the Bidder of the amount or approximate pricing of any element of any rival Bid.
24. Without prejudice to any other provision of this Bid Document, all Bidders shall regard and treat the terms of the Bid Document and all information (which is not made publicly available) as being strictly private and confidential and shall ensure that the same is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for:
  - a. the purpose of enabling a Bid to be prepared and submitted.
  - b. as may be required to be disclosed by judicial and
  - c. disclosed in an action or proceeding brought by a Bidder in pursuit of its rights or the exercise of its remedies in connection with the scope of work.

provided that in each case the disclosing party ensures that the receiving party shall comply with the terms of this Bid Document and the Contract. In respect of any disclosure made pursuant to paragraphs (b) or (c), the Bidders shall restrict the disclosure to only that information which must be disclosed in such circumstances and provide NPL with as much advance notice as possible.

25. All information in relation to this Bid Document and services provided are and shall always remain the property of NPL or its advisers, as relevant, and must be returned upon demand, without any copies being retained in any form.

26. Copyright in the information in relation to the Bid Document and bidding process rests exclusively with NPL or its advisers (as applicable) and such documentation may not be copied, reproduced, distributed or otherwise made available to any other third party (either in whole or in part) without the prior written consent of NPL, except in connection with the preparation and submission of a Bid.
27. Bidders shall not issue or release any publicity in relation to, nor comment on, the Contract/PO, the bidding process without NPL's prior written consent to the relevant communication. In particular, Bidders shall not make any statement to the media, press or any other similar organizations regarding the nature of any Bid, its content or any information relating thereto without the prior written consent of NPL.
28. This Bid Document sets out NPL's requirements in respect of the Road-cum-Rail (RCR) Transportation of Coal. In the event of any inconsistency, this Bid Document shall take precedence over any other documents or information previously issued by, or on behalf of, NPL or the Bidder including any LoA/ PO.
29. Bidders must have class 3 Digital Signature Certificate (DSC) in the name of Authorized Signatory from any of the licensed Certifying Agency (CA) (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) for submission of Price Bid and to participate in reverse bidding.
30. To participate in the bidding process, Bidders must register them/their firm on E-portal & obtain login credentials / password for the same and keep the same valid up to completion of bidding process. The lowest price discovered during close bidding shall be the opening price (start price for reverse bidding). Projection of opening price on the screen shall initiate the reverse bidding process, which shall be conducted as per the instructions and procedure provided by the E-portal service provider at the time of reverse bidding.
31. During reverse bidding, Bidders shall submit their Bids online and follow the instructions as provided on the screen for submission of Bids. During reverse bidding, the decrement in Landed Cost shall be effective only against road transportation charges. Detailed procedure for reverse bidding shall be uploaded on E-portal of service provider and training session will also be conducted by the service provider.
32. The figures mentioned in the Illustrations given in the Tender Document are only for illustrative purposes. It has no bidding on the Contract.
33. All communication pertaining to this Bid Document shall be addressed to:

Head Procurement

PO Box No. 28, Near Village Nalash, Rajpura-I40401, Punjab, India.

Tel. No.: +91-1762-277252

E-mail: [COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM)



### 34. Tender Timelines:

Date	Event
6 <sup>th</sup> January 2022	Publishing of NIT in newspapers
18 <sup>th</sup> January 2022	Date of availability of Bid document at NPL website
24 <sup>th</sup> January 2022	Last date for receipt of comments/clarifications (latest by 18:00 Hrs)
26 <sup>th</sup> February 2022	Publishing of revised NIT in newspapers
19 <sup>th</sup> May 2022	Date of uploading revised document on NPL website with changes as applicable.
23 <sup>rd</sup> May 2022	Commencement of submission of Price Bid (online) from 11:00 Hrs onwards
4 <sup>th</sup> June 2022	Closing of submission of online Bid on E-portal has to be on or before 17:00 Hrs
4 <sup>th</sup> June 2022	Receipt of all required physical documents for bid submission including DD for EMD (or in case of RTGS, subject to realization of amount in NPL bank account) has to be on or before 17:00 Hrs, at NPL.
6 <sup>th</sup> June 2022	Opening Technical Bids at 11:00 Hrs at Rajpura/Patiala
6 <sup>th</sup> June 2022	Opening of Price Bids at 11:00 Hrs (depending upon number of Bidders and subject to completion of Technical Evaluation)
7 <sup>th</sup> June 2022	Reverse Bidding at 14:00 Hrs (will be intimated to qualified bidders)

**Note:**

1. NPL reserves the right, in its sole discretion, to amend the above deadlines and events at any time.
  2. Interested parties may express their preliminary interest for participation in this bidding process through the letter as per the Annexure X. Bidders who have not submitted the EOI can also submit their Bid by the due date and participate in the tender process.
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## **VOLUME I. INSTRUCTIONS TO BIDDERS**

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### **I. GENERAL INFORMATION ABOUT NPL's THERMAL POWER PLANT**

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**Nabha Power Limited (NPL)**, a wholly owned subsidiary of L&T Power Development Limited has been successfully operating a 2X700 MW super critical thermal power plant at Rajpura, Punjab since 2014. 100% of the power produced by the NPL Power Plant is tied up with the Punjab State Power Corporation Limited ("PSPCL") under a long-term Power Purchase Agreement ("PPA"). Efficient and reliable power from NPL forms the backbone of power supply to the state of Punjab.

NPL is among the best running power plants of the country having the performance parameters at par with the most efficient power plants around the globe. The coal handling plant of NPL has state of the art technology with crescent type wagon tippler supplied installed and commissioned by L&T Bulk Material Handling unit.

NPL has received numerous awards and accolades such as CII national Energy leader award, CII awards for Excellent Energy Efficient Unit as well as Best Innovative Project, Gold CSR Award, **IPPAI award for Best Thermal Power Generator**, National Best Employer Brand Award by Economic Times.

NPL by virtue of being the lowest cost power producer in the state of Punjab remains on the top of merit order, this has resulted in the plant operating at high Plant Load Factor (PLF), which is amongst the best in the industry.

Coal for this super critical power plant is being primarily sourced through linkage under the Fuel Supply Agreement ("FSA") executed for (a) 2.775 MMTPA from SECL and (b) 2.464 MMTPA from NCL. NPL is also getting allocations of significant quantities of coal from time to time from other subsidiaries of CIL under various schemes. NPL executes tripartite agreement with TPSA which is currently CIMFR/QCI/Mitra SK and concerned coal company for sampling and testing at the loading end.

NPL proposes to engage reputed and competent transporters / contractors for transporting Coal from mines to NPL Power Plant, in RCR mode.

## 2. QUALIFICATION REQUIREMENT

	Parameters	Minimum Requirement for the Bidder(s)	Documents Required to be submitted
<b>Technical Qualification Requirements</b>	a. Experience in transportation of coal at CIL subsidiaries /Indian ports by the Bidder <b>and</b> , b. Experience in co-ordination with Railways (for loading in rakes and dispatch of coal) <b>and</b> , c. Experience in co-ordination CIL Subsidiaries	a. 3 Lakh MT, <b>and</b> , b. 3 Lakh MT <b>and</b> , c. 3 Lakh MT (Quantity executed in any financial year during last 5 (five) financial years ending 31.03.2022.	1. Certificate issued by Statutory Auditors based on the POs/Work orders. 2. Self-certified true copies of the POs/Work orders. 3. Summary of POs/WO's duly certified by Statutory Auditors. 4. Performance certificate as per Annexure-XIV issued by any customer for the works executed  <b>(Interested Applicant(s) meeting requirement of a, b &amp; c of this table shall be considered qualified)</b>
<b>Financial Qualification Requirements</b>	a. Annual Turnover of Bidder in any financial year during last 5 (five) financial years ending 31.03.2021.	Rs. Twenty (20) Crores	Turnover and net worth duly certified by Statutory Auditors as per Annexure-III (B).
	b. Net worth of Bidder as on 31.03.2021.	Rs. Two (2) Crores	

### Notes:

1. Bidding through a Consortium is not permitted.
2. In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a certificate to this effect from its Statutory Auditors.
3. Both technical & financial parameters shall form part of the total qualification requirement.

### 3. PREPARATION AND SUBMISSION OF BIDS

#### 3.1 PREPARATION OF BID: -

3.1.1 The complete Tender document may be downloaded from NPL website <https://www.nabhpower.com/tenders/coal-procurement-tenders/>. Bid submission process consists of two parts i.e. online submission of Price Bid and requisite documents and physical Bid submission consisting of cover-A. Details are as under:

Sl. No.	Cover	Documents To Be Submitted	Mode of submission
01	“A”	<ul style="list-style-type: none"> <li>i. Power of Attorney in favour of Authorized Signatory as per format in Annexure II (notarised copy)</li> <li>ii. Earnest Money Deposit (EMD) in form of Demand Draft in favour of NPL (original) or through RTGS</li> </ul>	Physical and Online
02	“Other requisite documents”	<ul style="list-style-type: none"> <li>i. Covering letter as per format in Annexure-I</li> <li>ii. Latest version of Bid Document including all amendments/ addendums/ clarifications, each page duly stamped and signed by the Authorized Signatory of the Bidder.</li> <li>iii. Declaration of subsidiaries (Annexure-XII)</li> <li>iv. Certificates issued by statutory auditors against technical &amp; financial qualification requirement. (Annexure III A &amp; III B)</li> <li>v. Declaration/certificate regarding non-audit of accounts of preceding year.</li> <li>vi. The documents required to demonstrate work orders executed (Annexure III-C).</li> <li>vii. Self-attested copies of POs/Work Order in support of work experience.</li> <li>viii. Memorandum of Association (MoA), Article of Association (AoA).</li> <li>ix. Certificate of incorporation and Board Resolution.</li> </ul>	Online

Sl. No.	Cover	Documents To Be Submitted	Mode of submission
		x. Performance certificate for the works executed issued from customer(s) xi. GST registration certificate xii. Copy of PAN card	
03	<b>“Price Bid”</b>	i. Price Bid as per Annexure-IV of the Bid Document.	Online

3.1.2 The Bid must be unconditional and non-suggestive. Bids with conditions/suggestions (including any amendments to the terms & conditions of this Bid Document) being nonresponsive are liable to be summarily rejected in NPL’s sole discretion. Any Bidder specifying conditions/suggestions may be debarred from participation in the future bidding process.

3.1.3 The Bidder shall quote its prices/rates for the complete Scope of Work set out in clause 16 of Vol. III and other terms and conditions of the Bid Document, in the Price Bid format described in Annexure IV. The Bid and supporting documents prepared by the Bidder shall be in English. The prices shall be indicated in figures with landed price as per provided format.

3.1.4 Price Bid shall only be submitted online. **Price Bid submitted in physical form shall be rejected.**

**3.2 RELATED & INTERESTED PARTIES:**

Bidder shall submit only one Bid and any of the parent company/ Associate/ affiliate/ Related Parties/ ultimate parent company of the Bidder shall not separately participate (directly or indirectly) in the same bidding process.

A Bidder shall not have conflict of interest that affects the bidding process. Further, if any Bidder is having a common interest with other Bidders participating in the same bidding process, the Bids of all such Bidders shall be rejected in NPL’s sole discretion.

A Bidder shall be deemed to have a common interest affecting the bidding process in the events:

- (a) Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its members or any Associate thereof; or
- (b) Such Bidder or any associate thereof having common management control in other participating bidding company or any of its associate participating in the same Bid.

### **3.3 SUBMISSION OF BID: -**

3.3.1 For online submission of Price Bid & reverse bidding, Bidders shall register themselves on E-portal <https://npl.abcprocure.com/EPROC/>.

3.3.2 Bidders should understand the online submission & physical submission procedure thoroughly and then fill up/submit the Bids. Bidder must register themselves with the E-portal well in advance to understand the process and formalities for online Price Bid submission and reverse bidding. No excuse of insufficient knowledge regarding online submission/reverse bidding & physical submission shall be accepted.

3.3.3 Bidders shall submit their Bids which consists of cover "A" in physical form, at the following address on or before the date and time mentioned in Tender Timelines (Clause 32) of General Terms and Disclaimers:

Head Procurement  
Nabha Power Limited  
PO Box No. 28,  
Near Village Nalash,  
Rajpura, Punjab-140401, India.  
E-mail: [COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM)

3.3.4 The Bidders shall send their Bids either by registered post, speed post, courier or by hand delivery, to reach NPL at the specified address on or before the Bid due date & time. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances.

3.3.5 The Bidders, in their own interest are advised not to wait till the last moment, to submit their bids. NPL shall not be responsible for any delay in receipt of the Bids any reason whatsoever including failure or non-availability of Internet connectivity and/or electrical power, DSC related issues, issues related to equipment, hardware and software, delay in transit by registered post, speed post, courier or delay by hand delivery etc. Any Bid received after the expiry of the time specified for receiving the same shall not be entertained. However, NPL at its discretion may extend the timelines for any reasonable cause.

3.3.6 For online submission of Price Bid, the Bidder is required to obtain Class III Digital Signature Certificate (meant for E-Tendering) from any authorized agencies. The Bidder, in whose name the Digital Signature Certificate/Registration is obtained, can only fill-up and submit the Price Bid.

3.3.7 Bidders shall fill-up/submit the Price Bid online in the formats provided by the E-portal.

3.3.8 In case of any further information regarding online submission of Price Bid/reverse bidding or if Bidder needs any assistance in accessing/submission of Price Bid/clarification

or if training is required for Price Bid submission/ reverse bidding, then Bidders can contact M/s. e-Procurement Technologies Limited (ETL) as per the below details:

e-Procurement Technologies Limited	<p>Contact person and respective contact numbers are as follows:</p> <p>(a) Fahad Khan (email: <a href="mailto:fahad@eptl.in">fahad@eptl.in</a>; mobile: 99044-06300)</p> <p>(b) Shaikh Nasruddin (email: <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a>; mobile: 95108-12960)</p> <p>(c) Dinki Adhiya (email: <a href="mailto:dinki@eptl.in">dinki@eptl.in</a>; mobile: 63549-19566)</p> <p>(d) Common email address: <a href="mailto:Support@abcProcure.com">Support@abcProcure.com</a></p> <p>Website- <a href="https://npl.abcprocure.com/EPROC/">https://npl.abcprocure.com/EPROC/</a></p>
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#### 4. BID OPENING AND EVALUATION METHODOLOGY

NPL shall not be responsible, for any delay in receipt of the Bids in physical form and/or online submission of Price Bid or in case the Bid Documents in physical form are tampered/lost or damaged during transit by post/courier. Physical Bid (consisting of cover “A”) received after the time specified for receipt of Bids is liable to be rejected & Price Bid of such Bidder shall not be opened. NPL will have the sole discretion to extend any of the timelines related to the bidding process.

The cover A will be opened in the presence of NPL tender committee and Punjab State Power Corporation Limited (PSPCL) representatives (if deputed) as per the timelines specified.

4.1 Cover “A” shall be opened and evaluated for “Responsiveness” as per the following chart:

SI No.	PARTICULARS	YES	NO	REMARK	SIGNATURE
1	Does the main envelop contain cover “A”?				
2	Does cover “A” contain EMD and POA as per Annexures of the Bid Document?				
3	Is the EMD of required amount?				
4	Is the POA as per specified format?				

4.2 Bids which are not complete in all aspects as stipulated above and/or without the Earnest Money Deposit (“EMD”) are liable for rejection being nonresponsive. NPL may at its discretion accept any non-material/ minor deviations. NPL and PSPCL representative(s) (if deputed) for tender process shall have the discretion to decide whether the deviation is minor/non-material or not.

4.3 **Balance requisite documents** to be opened only for those Bidders who meet the responsiveness requirements.

4.4 After opening balance requisite documents, Price Bid of the Qualified Bidders (who meet the qualification requirements) shall be opened online in the presence of NPL tender committee and PSPCL representative (if deputed) as per the specified timelines. All the Qualified Bidders, excluding HI Bidder, subject to a minimum of 3 Bidders are left after excluding HI Bidder or all three Bidders if there are only three Bidders, shall be eligible for participation in the reverse bidding..

4.5 All documents submitted as a part of bidding process shall become the property of NPL and are not returnable.

**Note:** NPL reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirement and may request for any additional information and documents. NPL reserves the right to contact the Bidder's bank and third parties' references to verify the Bidder's information and documents for the purpose of qualification. In such cases, Bidder shall co-operate fully with NPL at their own cost. In case NPL desires to verify copies with originals that are not submitted, Bidder is required to make them available at NPL premises.

#### 4.6 **Evaluation for Qualification:**

The Bid will be evaluated as per technical qualification as per clause 2 and clause 3.1.1 above.

#### 4.7 **Evaluation of the Price Bid**

The Price Bids shall be evaluated based on lowest Landed Cost of Coal delivered at NPL Power Plant inclusive of (A) Tarpaulin charges, (B) Liaising, co-ordination and incidental charges, (C) road transportation & (D) railway freight as per FOIS, in Rs/MT (including taxes, duties & levies) individually for each mine(s).

#### Notes:

The Bidder will have the option to quote only one siding for each mine(s). Bidder shall quote the railway freight as per FOIS up to NPL Power Plant for the quoted railway siding. Permission to change the loading siding may be granted solely at the discretion of NPL, subject to the condition that the payment to the Contractor will not exceed the Landed Cost discovered through the bidding process.

In case of change in the loading siding, railway freight for the new proposed siding shall be paid as per FOIS up to NPL Power Plant. The difference in the Landed Cost shall be adjusted against road transportation charges.



## **5. NEGOTIATIONS AND AWARD OF CONTRACT**

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NPL reserves the right to negotiate with the Bidders (after reverse bidding as detailed in clause no. 10.2) in consultation with PSPCL. Notwithstanding any other provision of this Bid Document, the Contract between NPL and the Successful Bidder(s) shall come into existence by the following process:

- 5.1 NPL may award a Contract(s) to more than one Successful Bidder and such Contract shall incorporate the terms of this Bid Document.
- 5.2 The Bidder(s) shall sign and return the Acceptance Letter as provided in Annexure XIII together with its Bid as evidence of its acceptance of the terms of this Bid Document.
- 5.3 NPL may at its own discretion issue a Letter of Award to the Successful Bidder(s). Such Letter of Award may include certain conditions which the Successful Bidder must satisfy before NPL issues a Purchase Order to such Successful Bidder.
- 5.4 NPL may issue Purchase Order(s) to the Successful Bidder who must comply with the terms of such Purchase Order(s). NPL shall in no circumstances be obliged to issue any Purchase Order(s) to any or all the Successful Bidder(s). However, any failure to comply with the terms of an issued Purchase Order shall be treated as a breach of the terms of the Contract and NPL shall be entitled to exercise its remedies specified in the Contract.
- 5.5 The Bidder(s) shall indicate its subsidiaries/Related Parties as per Annexure-XII. NPL may (in its sole discretion) place an order, by issuing a Purchase Order, to the related party/subsidiary of the Bidder provided that such Purchase Order shall always be subject to the terms & conditions of the Contract. In the event of any default by any related party or subsidiary of the Bidder, the default shall also be deemed to be a default on the part of the Bidder and bear the consequences thereof.

## **6. BID CURRENCY AND VALIDITY**

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- 6.1. The Bidder shall quote the prices in Indian Rupees (INR) as per the Price Bid format provided in Annexure IV.
- 6.2. The Bids submitted shall be valid for acceptance as per the validity table in clause 9 of Vol.-I. Bid validity can be extended further by mutual agreement in consultation with PSPCL.

## **7. EARNEST MONEY DEPOSIT**

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- 7.1 The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 50,00,000/- (Rupees Fifty Lakhs only) by way of a Demand Draft (DD) in favor of Nabha Power Limited payable at Rajpura/Chandigarh or through RTGS (subject to realization of amount

in undermentioned bank account). The Bank account details are as follows:

<b>Particulars</b>	<b>Description</b>
Beneficiary Name	Nabha Power Limited
Beneficiary Bank Name	ICICI Bank Limited
Beneficiary Branch Name	SCO 9-10-11, Sector 9-D, Chandigarh 160017
Beneficiary Account Number	001351000076
IFSC Code	ICIC0000013

Note: No interest shall be paid on EMD.

EMD shall be refunded/retained as per the table below:

<b>L1 Bidder</b>	<b>L2/L3 Bidder</b>	<b>Other Qualified Bidders</b>	<b>Bidders found non-responsive/ Not Qualified</b>
EMD shall be converted into CPS.	EMD shall be converted into CPS of the L2/L3 Bidder who matches the L1 rate. 75% of the EMD amount shall be returned within one month from the date of opening of the bid. Balance 25% shall be retained throughout the validity period.	EMD shall be returned within one month from the date of Bid opening.	EMD shall be returned within 15 working days from the date of the opening of the non-financial Bids, provided that EMD is not liable to be forfeited under this Bid Document.

NPL shall have the right to forfeit the EMD if:

1. the Bidder withdraws or modify his Bid during the validity period of the Bid.
2. the Bidder conceals any material information or makes a wrong statement or misrepresents any fact(s) or makes a misleading statement in its Bid that has a material impact on the performance required under the Contract or tries to influence the outcome of the Bid process, in any manner whatsoever or acts in a manner to nullify the tender process.
3. If the Successful Bidder fails to furnish the Security Deposit (SD) and Contract Performance Security (CPS) as per clause 8 of this Bid Document, within 10 (ten) working days from the date of issuance of LoA/PO, as the case may be.

Important Note: In case Bidder makes false representation with respect to qualification requirements, which may be discovered/ revealed during the bidding process or during the

validity of the Contract, or fails to furnish the Security Deposit (SD) and/or Contract Performance Security (CPS) within 10 (ten) working days period as specified above, EMD/CPS may be encashed and forfeited by NPL and Contract/Purchase Order if awarded may be annulled with no liability to NPL. NPL may also take other actions as appropriate including blacklisting and debarring the Bidder from current and future participation in tenders issued by NPL.

## **8. CONTRACT PERFORMANCE SECURITY (CPS) & SECURITY DEPOSIT (SD)**

8.1 The EMD amount submitted by the L1, L2 and L3 Bidder shall be converted into Contract Performance Security (CPS).

The L1 Bidder shall submit the balance CPS of Rs 50.00 Lakh, by way of Demand Draft/ RTGS, within 10 days from the date of issuance of the LoA/PO.

8.2 In case, the Contract is awarded to L2 Bidder or L3 Bidder after refund of 75% of the EMD, the respective Bidder shall submit the balance amount of CPS (i.e. Rs. 87.5 Lakh) by way of a Demand Draft/RTGS within 10 (ten) working days from the issue of LoA/PO.

8.3 The CPS shall be returned to the Contractor within 30 days after final settlement of Contract, subject to deduction of any amount due to NPL from the Contractor. No interest shall be payable to the Contractor on the amount of CPS.

8.4 CPS shall be maintained throughout the tenure of the Contract as security for the satisfactory performance of the Contract/ PO(s). In case of any unsatisfactory performance, NPL may forfeit the CPS either in full or in part, as the case may be. The Contractor shall have to submit a fresh CPS or replenish the amount so forfeited within 2 (two) weeks of such forfeiture and intimation from NPL for the same to the Contractor. If Contractor fails to replenish the same within the stipulated time of 2 weeks, then NPL shall be at liberty to withhold the payment due for services already made to the extent of CPS replenishment required.

8.5 The Contract Performance Security shall be valid as per the validity table in clause 9 of Vol-I or till the extended period of validity, in case of extension.

8.6 The Contractor, in addition to the CPS, shall also furnish a Security Deposit (SD) in the form of BG as per Annexure-XI for an amount equivalent to the value of Coal (ex-mine price inclusive of taxes, duties & levies) allocated for lifting by NPL subject to a maximum of Rs 10 Cr, within 10 (ten) working days from the date of LoA/PO as the case may be. However, at any point of time during execution of Contract, the value of Coal under custody of the Contractor shall not exceed the amount of SD available with NPL.

8.7 Security Deposit will be returned after 30 days of receipt of entire allocated quantity (as per quantity reconciliation based on TPSA analysed total moisture excluding referee results), subject to adjustment/encashment of any amount due to NPL from the Contractor.

## 9. VALIDITY TABLE

Document	Value	Validity
Earnest Money Deposit (EMD)	Rs. 50,00,000/- (Rupees Fifty Lakh Only)	EMD will be refunded to the Bidder as per the table mentioned in clause no. 7.1 above
Price Bid (Annexure IV)	As stated in Annexure IV	One year from the date of Bid opening (For allocation of Coal)
Contract Performance Security (CPS)	Rs. 1,00,00,000 (Rupees One Crore Only)	30 days after final settlement as per clause 15.5
Security Deposit (SD)	Upto Rs 10 Cr	Fifteen months from the date of issuance of LOA/PO .

## **VOLUME II.**

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### **10. PERIOD OF CONTRACT AND ALLOCATION STRATEGY**

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#### **10.1 Period of Contract:**

The Contract shall commence from the date of issuance of LOA/first PO (whichever is earlier) and shall remain valid until the complete Coal quantity allocated to the Contractor for transportation is received at NPL. PO(s) will be issued to the Contractor for a period of one year from the date of Bid opening. The Contract may be extended with mutual agreement of NPL and the Contractor(s) in consultation with PSPCL.

#### **10.2 Allocation:**

The Contractor has to offer a minimum capacity of **60,000 MT per month** under the Scope of Work during the period of Contract. The work as per the scope may spill beyond this period. However, minimum capacity is not to be construed as any guaranteed minimum monthly offer by NPL. Monthly requisitioning and allocation to various Contractors shall be decided by NPL.

**Note: Bids offering quantity lower than the minimum quantity mentioned above shall be rejected being non-responsive.**

NPL reserves the right to negotiate with the Bidders (after reverse bidding) in consultation with PSPCL, as follows. After negotiations with L1 Bidder, discussion may be carried out with L2 and L3 Bidders in the order of their merit position to match L1 rates. In case the L2 Bidder does not match the L1 price, no allocation will be given to L2 and subsequent discussion will be carried out with L3 to match the L1 price. However, if L2 matches the L1 rate, no subsequent discussion with L3 shall be carried out.

When L2/L3 matches the L1 price, L1 Bidder from a given mine (s) will be given 100% of the monthly allocated quantity for the allocation of Coal up to 40,000 MT after furnishing of the requisite CPS and SD. However, for monthly quantity allocation of more than 40,000 MT from a particular mine (s), the quantity shall be distributed in the ratio of 70:30 between L1 & L2/L3 subject to minimum allocation of 40,000 MT to L1 Bidder.

NPL may allocate quantity to the Contractor over and above the minimum capacity declared by them after taking written consent of the Contractor.

In case the L1 Bidder is not able to execute the additional quantity over and above the minimum offered quantity, NPL at its discretion may transfer the additional quantity to L2/L3 Bidder at the L1 price.

Notwithstanding the above, Quantity earmarked for a Bidder will depend on continued satisfactory performance. In case the performance of a Bidder is not found satisfactory, then such Contractor's future monthly allocated quantity of Coal may be cancelled or reduced by any extent, and the same will be transferred to other Bidder at LI price.

While the Bidders are bound to accept orders up to the offered quantity, NPL at all the time can release PO(s) for quantity lower than minimum offered quantity.

## **II. PRICE & PRICE BASIS & ITS EFFECTIVENESS:**

11.1 The Bidder shall quote its most competitive prices for the Scope of Work in Price Bid format (Annexure IV) for various mine (s). Any quantity which is allocated during the Contract period but not delivered during the Contract period will be executed at the price applicable for that specific Contract period along with the same terms and conditions under the Contract.

### **11.2 Price Variation:**

The prices shall remain fixed and binding on the Bidder and shall not be subject to any change for any reason whatsoever during the term of the Contract until the entire allocated Coal quantity is received at the NPL Power Plant, except for the following:

#### **i) Diesel Variation:**

No adjustment to the road transportation charges shall apply for the diesel price variation up to +/- Rs 2.00 per litre from the Base Diesel Price i.e. the diesel price at respective district of Madhya Pradesh and Uttar Pradesh as on the date of opening the financial bid. In case of diesel price variation (calculated based on price as on 1st of the respective month) in a month is more than +/- Rs.2.00 per litre, then adjustment to the road transportation charges shall be made as under:

$$PI = P0 \times (0.60 + 0.40 \times (DI/D0))$$

PI = Revised road transportation rate in Rs/MT applicable for the respective month

P0 = Road transportation rate in Rs/MT discovered through bidding process

DI = Diesel rate per litre as on 1st of the respective month

D0 = Base Diesel Price

Diesel price variation shall be applicable on monthly basis. The revised road transportation charges shall remain firm & binding for the respective month.

#### **Illustration-I:**

Let us say, P0 = Rs 540 per MT, D0 = Rs 94.12 per litre,

DI = Diesel price on 1st of the respective month of respective district  
= Rs 96.14 per litre

$$D1-D0 = 96.14 - 94.12 = 2.02 > 2.00$$

The revised road transportation rate in Rs/MT for the respective month shall be:  $PI = P0 \times (0.60 + 0.40 \times (D1/D0))$   
 $= 540 \times (0.60 + 0.40 \times (96.14/94.12))$   
 $= 544.64$  per MT

Illustration-2:

Let us say,  $P0 = \text{Rs } 540$  per MT,  $D0 = \text{Rs } 94.12$  per litre,  
 $D1 = \text{Diesel price on 1st of the respective month of respective district}$   
 $= \text{Rs } 94.62$  per litre  
 $D1-D0 = 94.62 - 94.12 = 0.50 < 2.00$

No change in road transportation change for the respective month.

- ii) Statutory Variations: Variations (increase or decrease) on account of the change in statutory taxes & duties, introduction of any new tax, withdrawal, or modification of any tax shall be passed through to NPL during the period of Contract. Documentary evidence shall be required from the Bidder for the same.

**11.3.** The rates quoted by the Bidder in the Price Bid be deemed to cover the cost of all the relevant operations/works mentioned in this Bid Document. No claim for any increase in cost shall be entertained on any account except in terms of clause 11.2 above.

## **12. QUANTITY DETERMINATION**

**12.1** Weighment of rakes shall be carried out on IMWB (for tare and gross) at NPL Power Plant.

Net weight=Gross weight less the tare weight as measured at NPL IMWB.

Access to the Contractor to witness the weighment will be provided through CCTV real-time footage. Copy of weighment sheet of each rake shall be provided to the Contractor.

**12.2** NPL shall provide a copy of calibration certificates if requested by the Contractor. NPL shall undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology.

**12.3** The weight recorded at NPL as per the above process shall be final and binding. However, in case of non-recording of weight on NPL in-motion weighbridge due to over speeding of rake or due to any other reason, then RR weight of that rake shall be considered as NPL received weight.

**12.4** Weighted average Transit loss up to 0.8% for the Batch shall be allowed.

### **13. QUALITY DETERMINATION**

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#### **A) Loading end Coal quality determination:**

- i) It shall be the responsibility of the Contractor to ensure lifting of appropriate quality of Coal as per the specifications billed by Coal Company to NPL.
- ii) In the case of deployment of TPSA grade analysed by it (including the outcome of Referee sample) will be considered for determining ash% (ARB), GCV (ARB), TM%, etc.

#### **B) NPL receipt end Coal quality determination:**

13.1. NPL will carry out the sampling and analysis of Coal at NPL Power Plant as per the provisions of either BIS or ASTM. Normally, sampling would be done through a mechanical sampling system. In case of exigencies, a suitable alternative will be resorted to.

13.2. Generally, it takes 3-4 working days for sampling, preparation, analysis and declaration of test result, after unloading. An intimation would be sent to the contractor's representative before unloading of their rake well in advance. The Contractor's representative will have the option to witness the sample collection, preparation, testing of the main sample, and final packing of the referee sample through CCTV real-time footage (following coverage locations). In no case Contractor's representative shall in any way have the liberty to interfere in the quality determination process. Any dispute related to sampling, preparation, and analysis activity must be raised strictly within 48 hours of the respective activity. Further, any dispute related to testing results excluding TM% may be raised strictly within 5 days of the sharing of the results by NPL. No dispute can be raised after the expiry of the given timelines. The dispute is to be registered/raised through email/ letter to NPL, as per the prescribed format as in Annexure-IX. In case the prescribed format does not adhere to the claim for referee sample testing will not be entertained.

<b>S. No.</b>	<b>Locations Under CCTV Coverage</b>
1.	IMWB
2.	Wagon tippers
3.	TM sample collection area (5 <sup>th</sup> floor)
4.	Bottle sampler area (4 <sup>th</sup> floor)
5.	Inside Lift
6.	Area between crusher house to lab
7.	Air drying room inside the lab
8.	Other areas of Lab

13.3. It may be noted that NPL receives coal from multiple sources/ Contractor (s) and thus the system has an intrinsic advantage of cross-validation.



13.4. As this process of sampling and preparation is a continuous round the clock process to deal with the multiple consignment workloads, NPL would carry out the process as per the time deemed suitable for the process, hence it is the responsibility of the Contractor's representative to be available at all times at CCTV monitor location to witness the same. Contractor would also have the facility to access last 7 days CCTV footage of their rakes.

13.5. NPL may request the Contractor to withdraw representative who is not diligent and/or is not cooperative. Frivolous/unreasonable objections to the sampling and testing process at NPL shall not be entertained.

13.6. Referee samples shall be preserved in the NPL laboratory in a locked almirah in sealed condition for 30 days in the joint custody of NPL & PSPCL.

13.7. Generally, quality reports will be generated within 7 days of receipt of the rake and the same will be communicated to the Contractor.

13.8. The Contractor has the right to raise a dispute against the test result of sample, provided that the Contractor has complied with the requirements of clause no. 13.2 above.

The number of results challenged for referee sample testing by the Contractor shall be considered to the extent of 50% of the total rakes received in a Batch. 50% results challenged for referee shall be tested at NPL lab and remaining 50% samples shall be analysed at 3rd party external laboratory.

13.9. Subject to the satisfaction of the criteria mentioned above, the SOP for testing of referee sample is as under:

- a) The Contractor will be intimated 4 days prior to the extraction of referee sample from the joint custody.
- b) Referee samples will be taken out from the joint custody of NPL & PSPCL in presence of Contractor.
- c) For referee sample testing at third party external laboratory, following procedure shall be followed:
  - i) The sample will be jointly re-packed and sealed by NPL and Contractor post extraction from the joint custody.
  - ii) The sealed and packed sample will be sent to 3<sup>rd</sup> party external laboratory for analysis. The detail of 3<sup>rd</sup> party external laboratory is as under:
    - a) National Metallurgical Laboratory
    - b) Indian Institute of Chemical Technology
    - c) Institute of Minerals & Materials Technology
    - d) Inspectorate Griffith India Pvt Ltd
    - e) Shriram Institute for Industrial Research

- iii) The 3<sup>rd</sup> party external laboratory for testing the referee sample amongst the above shall be decided by NPL at its own discretion.
  - iv) Referee sample will in no case be handed over to the Contractor and shall be physically handed over to the 3<sup>rd</sup> party external laboratory in presence of NPL and Contractor representative. If permitted by the external referee lab, analysis shall be carried out in presence of NPL and Contractor's representative, if present.
  - v) The cost related to testing for the referee sample shall be to the account of the Contractor, the same shall be deducted from Contractor's monthly bill. It is to clarify that the Contractor shall directly bear the cost of travelling, boarding, lodging and other related expenses for its own representatives.
  - vi) Results reported by 3<sup>rd</sup> party external laboratory shall be final and binding on both Parties, the Contractor and NPL for all commercial purposes.
- d) For referee sample testing at NPL laboratory, following procedure shall be followed:
- i) Referee sample testing shall be carried out in presence of Contractor's representative.
  - ii) In case of testing of referee sample for GCV, bomb calorimeter will be calibrated/verified as per BIS/ASTM prior to testing. Post successful verification of bomb calorimeter, referee sample will be tested as per applicable standards.
  - iii) The calibration status of oven, muffle furnace and weighing equipment will be demonstrated through valid calibration certificates.
  - iv) The entire process including taking out the referee samples from joint custody, extracting the quantity from sealed packet and final analysis will be captured on CCTV camera. If CCTV camera is not functional for any area, video recording of that process will be done through mobile camera.
  - v) Based on the testing NPL will share the revised results. Results declared by NPL shall be final and binding on both Parties, the Contractor and NPL for all commercial purposes.

13.10. PSPCL representative (s) may witness the process including testing of referee samples.

13.11 Any misuse of real time footage witnessing by Contractor or its representative will be viewed seriously and may result in disqualification/blacklisting of a Contractor, including denial of this access for the balance period of supply of Coal. The presence of more than one representative of a Contractor will be viewed as unnecessary and violation of the privilege. Repeated violations may lead to the cancellation of the gate pass and the banning of entry on the premises.

## **14. COMPUTATION METHODOLOGY FOR SERVICE CHARGE PAYABLE & VARIOUS RECOVERIES /QUANTITY ADJUSTMENTS**

Computation for penalties/recoveries/quality adjustment will be done Batch-wise on a monthly weighted average basis.

### **14.1. The service charge shall be adjusted based on the following:**

#### **14.1.1 Penalty on account of reduction in GCV:**

Reduction in GCV shall be computed as per the difference between weighted average GCV-ARB of loading end as reported by TPSA (results, including that of referee) and GCV-ARB determined at the plant end for the Batch. The penalty will be computed as per table below:

<b>GCV-ARB TPSA vs Plant</b>	<b>Formula applicable</b>
Penalty	i) NIL for first 70 Kcal/Kg GCV reduction. ii) Rs 0.50 PMT for every 1 Kcal/Kg reduction in GCV for second slab of 71-200 kcal//kg, iii) Rs 1 PMT for every 1 Kcal/kg reduction in GCV for third slab of 201-300 kcal//kg v) Rs 1.25 PMT for every 1 Kcal/Kg reduction in GCV beyond 300 kcal//kg. This will be applied as per the methodology of income tax slab.

#### **Illustration:**

payable quantity – 1,000 MT

TPSA reported GCV (ARB)- 4000 Kcal/Kg

NPL received GCV (ARB)- 3670 Kcal/Kg

<b>Conditions</b>	<b>Difference in GCV (Kcal/Kg)</b>	<b>Penalty Rate (Rs/MT)</b>	<b>Penalty Amount ( Rs)</b>
For first 70 Kcal/Kg	70	Nil	Nil
From 71 Kcal/Kg to 200 Kcal/Kg	130	0.5	65,000
From 201 Kcal/Kg to 300 Kcal/Kg	100	1	1,00,000
For beyond 300 Kcal/Kg	30	1.25	37,500
<b>Total</b>			<b>2,02,500</b>

**TPSA GCV ARB will be deduced from TPSA reports for loading end as follows:**

$$\text{TPSA GCV ARB} = \text{TPSA GCV} \times (100 - \text{TM}\%) / (100 - \text{M}\%)$$

**Where,      TPSA GCV = GCV declared by TPSA on Equilibrated basis**

**TM = Total Moisture % reported by TPSA**

**M = Moisture % (on 60% RH & 40degC) reported by TPSA**

For GCV consideration, the scenario mentioned in the table below shall be applicable for comparing received GCV-ARB at NPL with GCV-ARB deduced from TPSA results.

The accounting and computation of Coal quantity and quality will be done as per the sequence of DO lifting. The composition of quantity in a rake against a DO shall be provided by the Contractor for establishing a relationship between input & output quality in FIFO (first in first out) method.

<b>Scenario-1</b> Coal quality TPSA reports for the entire lifted quantity is available	<b>Scenario-2</b> Coal quality TPSA reports for 100% lifted quantity is not available.
<b>Procedure</b> The available reports will be considered for that month for deriving weighted average parameters.	<b>Procedure</b> The weighted average of the quality parameters of the available reports against corresponding co-related lifted quantity of the respective DO shall be applicable for the quantities not covered in TPSA reports.

**Note:**

- a) In case of unavailability of TPSA, Joint Sampling shall be carried out by NPL and Coal Company and subsequent reports will be issued by Coal Company. In case of joint sampling, the reports issued by Coal Company shall be considered for all computations and all clauses shall be read as mutatis mutandis.
- b) In case no corresponding co-related reports of TPSA is available of the lifted quantity. The midpoint of the quality declared by the Mine shall be considered as final for all computation purposes.
- c) In case, Coal in a rake is sourced from multiple mines, loading end TM% & GCV(ARB) shall be computed on a proportionate weighted average basis.

**Illustration:**

TPSA Certificate Date	Sampling Date	Quantity lifted (MT)	DO No	TM%	M%	GCV (Eq.)	GCV (ARB)
24-08-2022	16-06-2022	127.74	123456	12.20	3.70	5079	4631
24-08-2022	17-06-2022	122.76	123456	8.80	4.30	4780	4555
24-08-2022	18-06-2022	223.91	123456	6.90	4.10	4569	4436
24-08-2022	20-06-2022	158.05	123456	5.50	3.70	4252	4173
24-08-2022	21-06-2022	616.01	123456	4.60	4.40	4372	4363
24-08-2022	22-06-2022	746.5	123456	6.70	3.50	4201	4062
24-08-2022	23-06-2022	79.18	123456	6.60	3.60	3939	3816

TPSA Certificate Date	Sampling Date	Quantity lifted (MT)	DO No	TM%	M%	GCV (Eq.)	GCV (ARB)
Not Available	24-06-2022		123456				
Not Available	25-06-2022		123456				
Not Available	26-06-2022		123456				
Not Available	27-06-2022		123456				
<b>Total/Wt. average of the available reports</b>		<b>2074.15</b>		<b>6.47</b>	<b>3.91</b>	<b>4374</b>	<b>4255</b>

The TM%, M%, GCV (Eq) and GCV (ARB) for the samples from 24<sup>th</sup> June 2022 to 27<sup>th</sup> June 2022, against which TPSA reports are not available shall be considered as follows:

TPSA Certificate Date	Sampling Date	Quantity lifted (MT)	DO No	TM%	M%	GCV (Eq)	GCV (ARB)
Not Available	24-06-2022	255.46	123456	6.47	3.91	4374	4255
Not Available	25-06-2022	806.6	123456	6.47	3.91	4374	4255
Not Available	26-06-2022	1535.12	123456	6.47	3.91	4374	4255
Not Available	27-06-2022	181.02	123456	6.47	3.91	4374	4255

#### 14.1.2 Weight adjustment and recovery of railway freight on account of excess moisture over base Total Moisture:

In case the Total Moisture (TM%) of Coal received at NPL plant exceeds the TM% of loading end as reported by TPSA (results, including that of referee), the weight of Coal shall be reduced by the same percentage for the excess TM%.

The weight correction and recovery of railway freight for the excess Total Moisture (ARB) shall be worked out as under:

##### TM adjusted Coal received weight

$$= \text{Quantity received in a Batch} \times \{1 - (\text{Received TM\%} - \text{Loading TPSA TM\%})\}$$

The additional railway freight incurred by NPL on account of excess moisture shall be borne by the Contractor. The same will be recovered from the Bidder as per following formula:

**Railway freight recoverable** = Additional weight on account of excess moisture (Received weight – TM adjusted weight) x applicable railway freight as per FOIS including taxes & duties for the month (Rs/MT).

##### Illustration of TM adjusted weight

If loading end TM% as per TPSA = 12.5%

Coal actual TM% received in a rake at plant = 12.7 %

Received wt.: 1000 tons, **TM adjusted weight**= 1000\* {1-(12.7%-12.5%)} = **998 tons**.

**rail freight will be recovered for 2 tons.**

Cap on penalty shall not apply for recovery on account of excess TM% i.e. for recovery of railway freight on account of excess TM%.

**14.1.3 Penalty on account of under-loading and over-loading:**

The Contractor shall ensure that there is no underloading or overloading of wagons, to avoid idle freight and levy of any overloading charges by the Railway. Penal freight on account of overloading of the wagons/rakes charged by the Railways shall include charges such as Punitive Charges of Load Adjustment (PCLA), Engine Haulage Charges (ENHC), Punitive Overload (POLI & POL2), Shunting Charge (SD, ST), Freight Adjustment of Under Charges (FAUC), DS, PCS etc as mentioned in RR. The overloading charges, if any, shall be borne by NPL and Bidder in the ratio of 50:50 respectively. Idle freight as per RR on account of underloading above 30 MT (per rake) shall be borne by the Contractor for incremental quantity i.e. till 30 MT under loading per rake, no penalty shall be applicable on Contractor. For more than 30 MT per rake, the penalty shall be imposed for incremental quantity on the Contractor.

For the avoidance of doubt, it is clarified that the Penalty on account of under-loading and over-loading shall be levied on rake-to-rake basis.

**Illustration:**

Rake No	NPL Qty (MT)	Underloading (MT)	Overloading (Rs)	Penalty for Unloading (Rs)	Penalty for Overloading (Rs)
1	3755.70	30	6,50,000	NIL	650000 x 50%
2	3646.20	35	17,50,000	(35-30) x Nominal Railway Freight	1750000 x 50%
3	3727.40	75	8,80,000	(75-30) x Nominal Railway Freight	880000 x 50%
4	3650.01	25	13,00,000	NIL	1300000 x 50%
5	3777.20	10	8,00,000	NIL	800000 x 50%

**14.1.4 Penalty on lapsed quantity of Coal:**

If the Contractor fails to lift the entire Release Order/Delivery Order quantity or any part thereof within the stipulated time limit, then:

The Contractor shall be liable to a penalty for lapsed linkage coal quantity equal to 15% of the Notified Base Price inclusive of all taxes and duties of Coal Company declared grade of Coal for the quantity which gets lapsed due to not being lifted by the Contractor.

However, on the presentation by the Contractor of a certificate issued by Coal Company to the effect that Coal Company has not offered/supplied that quantity (i.e. short lifted qty.) of Coal to the Contractor, depending upon the genuineness of the case to be determined by

NPL, no recovery may be made from Contractor. In such a case, the Contractor shall get assurance from Coal Company for making good the lapsed quantity in subsequent months.

No penalty will be imposed on the Contractor for the following events:

- a. NPL instructs the Contractor in writing not to lift the Coal.
- b. Delay from NPL side in issuing Purchase Order and authorization to the Contractor to lift quantity on NPL behalf.
- c. Operational restrictions at NPL plant end.
- d. Lower lifting due to non-availability of rakes. In this case, enough indents must be placed by the Contractor and rigorous efforts/co-ordination with the railway to be made for early placement of rakes.
- e. Force Majeure Event (as per clause no. 6 of Annexure VIII).
- f. Non-availability of mining pass/permit or any other statutory permission required by Coal company/railways.
- g. Law & order problems at mine end/loading area.
- h. Infrastructure constraint at the mine end in lifting & transporting coal.

**14.1.5 Liquidated Damages (LD) on account of less/delayed dispatch of Coal against the Coal quantity lifted from mines as per DO:**

The Contractor should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake (approximately 4000 MT). Indents may also be placed in advance, if feasible.

<b>Time period for dispatches</b>	<b>Penalty</b>
a. Zero date	48 hours after lifting of the quantity of Coal equivalent to one rake
b. First 2 weeks	Nil penalty
c. > 2 and <= 4 weeks from Zero date.	1% of basic (notified) price of Coal per week delay (on pro-rata basis).
d. > 4 weeks from Zero dates.	2% of the base price of Coal per week delay (on pro-rata basis) capped at 15% of the basic (notified) price of Coal.

Notes:

- a) In case railway rakes are not made available by the railway authorities then the date of placing the indent for railway rakes will be considered as deemed date for despatch of Coal subject to the Contractor producing documentary proof of the same from the railway authorities.
- b) The Contractor will ensure that there is no discrimination against NPL in despatch of rakes.
- c) This clause is not applicable in the case dispatches are regulated (delayed despatch) by NPL due to any reason.

d) The above LD shall be computed with a nominal rake quantity of 4000 MT/rake.

e) No LD for delayed dispatch shall be applicable for retaining part rake quantity.

**14.1.6 Reimbursement/Recovery of Coal value on account of Coal shortfall  
Quantity:**

Recovery of Coal value for the Coal shortfall quantity for the entire quantity of the issued DO(s) shall be computed at the time of final settlement of the Contract as per the following table:

Shortfall Quantity = Total Lifted quantity (X) less Total Payable Quantity (as per S No. 14.2) at NPL (Y)

If X-Y is positive, then a recovery shall be computed as follows:

Shortfall Qty (MT)	Recovery
Less than *one Rake quantity	Recovery = A + B A = Reimbursement of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies) B = Recovery of 10% of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies)
More than or Equal *one Rake quantity	Recovery = A + C A = Reimbursement of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies) C = Recovery of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies)

\* 4000 MT will be considered as one Rake quantity

This shall not come under capping and recoverable at actual.

In case the shortfall quantity is less than one rake quantity, NPL shall endeavour to allocate additional quantity to complete the one rake quantity, at the end of the contract (if feasible).

**Illustration-I:**

Let us say,

Total quantity allocated to the Contractor through various DOs: 100,000 MT.

Total quantity lifted by the Contractor: 100,000 MT

Total quantity received at NPL: 98,000 MT



$$\begin{aligned}\text{Shortfall quantity} &= 100,000 \text{ MT} - 98,000 \text{ MT} \\ &= 2,000 \text{ MT (less than one rake quantity)}\end{aligned}$$

Let us say pit head cost of coal = Rs 1,777 per MT

A = Reimbursement of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies)

$$A = 2,000 \text{ MT} \times \text{Rs } 1,777 \text{ per MT} = \text{Rs } 35,54,000$$

B = Recovery of 10% of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies)

$$B = 10\% \times 2000 \text{ MT} \times \text{Rs } 1,777 \text{ per MT} = \text{Rs } 3,55,400$$

$$\begin{aligned}\text{Recovery} &= A + B \\ &= \text{Rs } 35,54,000 + \text{Rs } 3,55,400 = \text{Rs } 39,09,400\end{aligned}$$

### **Illustration-2:**

Let us say,

Total quantity allocated to the Contractor through various DOs: 100,000 MT.

Total quantity lifted by the Contractor: 100,000 MT

Total quantity received at NPL: 94,000 MT

$$\begin{aligned}\text{Shortfall quantity} &= 100,000 \text{ MT} - 94,000 \text{ MT} \\ &= 6,000 \text{ MT (more than one rake quantity)}\end{aligned}$$

Let us say pit head cost of coal = Rs 1,777 per MT

A = Reimbursement of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies)

$$A = 6,000 \text{ MT} \times \text{Rs } 1,777 \text{ per MT} = \text{Rs } 1,06,62,000$$

B = Recovery of pit head Coal cost of the Shortfall quantity (as charged by coal company Inclusive of tax, duties, and levies)

$$B = 6000 \text{ MT} \times \text{Rs } 1,777 \text{ per MT} = \text{Rs } 1,06,62,000$$

$$\begin{aligned}\text{Recovery} &= A + B \\ &= \text{Rs } 1,06,62,000 + \text{Rs } 1,06,62,000 = \text{Rs } 2,13,24,000\end{aligned}$$

In case of any malpractices like diversion of Coal, mixing of rejects/inferior coal, NPL shall take stringent actions including forfeiture of CPS and Security Deposit available with NPL. The Contractor may also be blacklisted if suspected to be involved in practices such as Mixing of

dolochar/ rejects/ inferior grade coal or pilferage or diversion of Coal lifted under the Contract.

**14.1.7 Penalty due to excessive oversize Coal:** Demurrage imposed at loading as well as unloading end shall be borne by the Contractor. However, demurrage imposed at unloading end due to reasons attributable to NPL and/or congestion that is not attributable to the Contractor shall be borne by NPL.

**Note:**

Incidences of repetitive demurrage attributable to Contractor at NPSB may lead to curtailment of quantity and/or termination of Contract.

**14.1.8 Penalty due to foreign material:** Foreign material like plastic, sand, stones, bajri, tramp iron pieces, concrete blocks, etc. are not to be loaded into the wagons failing which the service charge proportionate to the quantity of foreign material shall be deducted from the Contractor's dues. Demurrage charges on account of delay in unloading due to Stones or extraneous material shall be recovered from Contractor's dues. The assessment of the quantum of foreign materials shall be jointly done by NPL and Contractor's authorized representative (if present) by visual inspection as the measurement is not feasible.

**14.1.9 Chronology of penalty and adjustment application to arrive at net payable:**

- (a) The gross service charge for the Batch shall be arrived at by multiplying the payable quantity with Rs/MT of contractual service charge for each part of the Scope of Work (as applicable) excluding Railway freight.
- (b) From the gross service charge, net payable shall be arrived after recovery of all penalties as per clauses, 14.1.1 to 14.1.8.
- (c) All penalties shall be first recovered from the gross payable against a monthly invoice and balance, if any, shall be recovered from the CPS and/or SD. Overall penalties /recoveries excluding penalties/recoveries under clause 14.1.2 and 14.1.6, shall be capped at 50% of monthly gross service charge plus all applicable GST on gross service charge.

**Special precautions/Dos/Don'ts:**

1. Any intentional addition of water/moisture, if detected by NPL after Coal lifted from mines, shall be treated as a material breach of the requirements and an event of default.
2. Any swapping of Coal (i.e. replacing good quality Coal with bad quality Coal) or retention of any coal that is lifted on behalf of NPL shall be treated as a material breach of the requirements and an event of default. This shall also be considered as pilferage of Coal. In such a case, notwithstanding anything contained in the Contract, NPL may take stringent actions including forfeiture of CPS and Security Deposit available with NPL and any appropriate action in accordance with law.

3. Coal lifted on behalf of NPL shall be loaded into the rake as soon as possible. In case the same is required to be stored at someplace other than loading siding/platform, it shall be done with the prior written consent of NPL. Adequate preventive measures against deterioration, pilferage (that can result in a financial loss to NPL) should be taken by the Contractor (providing 24x7 security, marking a surface with limestone or any other suitable measures including but not limited to the ones suggested by NPL). The cost of making such arrangements would be borne by the Contractor.
4. Record of dispatch of the truck from mines and receipt of the Coal at siding should be maintained by the Contractor. The same will be monitored by NPL.
5. Suitable patrolling of vehicles shall be engaged for en-route patrolling from the lifting point of Coal to loading into rakes. The Contractor must ensure the movement of the vehicle from lifting to loading without any stoppage.
6. Any damages to railway siding/wagons during loading shall be borne by the Contractor.

#### **14.2 Reconciliation of Coal Quantity**

**Quantity reconciliation:** The Batch wise quantity will be reconciled as per practices generally followed in the coal industry as under: -

- (a) NPL received weight-adjusted for excess TM% shall be considered as “**TM adjusted weight**”.

**Illustration:**

Received weight of Batch (**NPL IMWB Gross weight-NPL IMWB Tare weight**) = “**W1**”

RR net weight of Batch=” **W2**”

**TM % of the Batch =M%**

**Allowable TM% (say) =** Coal TM% as reported by TPSA

**TM adjusted weight=” W3”**

**IF M%>** Coal TM% as reported by TPSA, **then, TM adjusted weight W3= W1 x {1-(M%-(Coal TM% as reported by TPSA ))}**

**IF M%<** Coal TM% as reported by TPSA, **then, TM adjusted weight W3= W1**

Actual Transit loss (%) “**TL=(W2-W1)/W2**”

**(a)** If **TL<=0**, then,

Gross Up weight for allowable transit loss “**W4**” =**W3**

**(b)** If **TL>0 & <=0.8%** then,

Gross Up weight for allowable transit loss “**W4**” = **W3/(1-TL%)**

**(c)** If **WT>0.8%** then,

Gross Up weight for allowable transit loss “**W4**” = **W3/(1-0.8%)**

**Note: The TM & TL adjusted weight (W4) shall be treated as payable quantity.**

## **15. BILLING AND PAYMENT TERMS**

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The Contractor shall submit the bills on monthly basis in triplicate for Coal received at NPL Power Plant as per methodology as under:

**15.1** The Contractor shall raise an invoice for the Batch i.e. all the rakes received at NPL in a calendar month.

**15.2** The bills are to be submitted along with the following supporting documents (as applicable), included but not limited to: -

- i. Copies of E waybill.
- ii. Statement showing RR No. invoice no., wagon no., and the net weight.
- iii. Copy of weighment certification by NPL.
- iv. Copy of available quality reports of loading end (TPSA), as applicable.
- v. Copy of NPL receipt end Coal quality reports.
- vi. Certified working for deriving payable quantity.
- vii. Co-relation for the quantity of Coal lifted and loaded on to rake for quality comparison.
- viii. Proof of program sanctioned, Railway indents placed during the month (with indent copy), opening indents, and backlog indents (in compliance with LD clause).
- ix. Coal balance with the Contractor for each month duly signed & stamped.

**15.3** The eligible payments shall be released after various penalties/recoveries/adjustment as per the following procedure:

- (a) NPL shall release the 100% payment against undisputed invoice through EFT (Electronic Fund Transfer) for all the rakes in a Batch as admissible, within thirty (30) calendar days from the date of receipt of such invoices (complete in all respects as determined solely by NPL) as per the detail mentioned in 15.2 at the NPL's designated office(s) located at the NPL Power Plant.

**15.4** Reconciliation shall be done every quarter. The Contractor shall submit the settlement detail along with referee results (as and when they are available) and credit note/supplementary invoice from Coal Company for the complete quantity lifted during the period. Based on this, the final reconciliation will be done to work out:

- (a) The final payable along with final penalty/recovery (shall be adjusted through Debit/Credit note)  
and
- (b) The final Coal balances with Contractor.

**15.5** NPL shall release/recover the payment of the differential amount based on clause 15.4. In case final payable amount is higher than provisional payment already made, NPL shall release the differential payment within thirty (30) days from the date of receipt of the final settlement detail and final Coal balance quantity based on the reconciliation as per clause 15.4 above. In case of excess payment in any month, differential payment shall be

recovered from next month running bill (s) and/or payable within 7 Days by the Contractor upon request by NPL. In the case of the Contract closure, the differential amount shall be recovered from the CPS, Security Deposit and other amounts due to the Contractor and/or payable by the Contractor at the time of closure of the Contract. Contract closure note (as per Annexure XIV) shall be provided by the Contractor at the time of final settlement of the Contract.

**15.6** Contractors are advised to submit bills that are complete in all respects and well in time for timely release of payment.

**15.7** Tax at source shall be deducted, as per the relevant rules of Income Tax Act, 1961, any amendments modifications and substitutions thereto, from all payments on account of services provided by Contractor. NPL will issue valid certificates for the tax deducted at source as applicable.

Invoices/bills in triplicate with supporting documents shall be addressed/submitted to the following address:

**To,  
Head-Fuel Sourcing & Management,  
Nabha Power Limited,  
Near Village Nalash,  
PO Box No. 28, Rajpura,  
Punjab-140401, India.**

## **VOLUME III SCOPE OF WORK**

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### **16. SCOPE OF WORK**

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Detailed activities to be performed by the Contractor are as under:

#### **16.1 Allocation of Coal:**

- a) Contractor to track and update NPL for any Coal offered by Coal Company in RCR mode and assist in getting the allocation letter issued to NPL. However, allocation of coal to be offered to the Contractor by NPL shall be at NPL's sole discretion.
- b) In addition to the sources from where Coal Company offers Coal, the Contractor shall coordinate with the coal company to arrange Coal from other preferred sources to NPL.
- c) NPL will process the advance payment or issue Letter of Credit (in case of LC mechanism) to Coal Company based on the estimated cost of Coal as per the provisions of the FSA. Contractor shall assist in resolving any issue related to LC operation, co-ordination with Coal Company, price, receipt of payment in Coal Company account, etc. Post receipt of payment to Coal Company or issuance of LC, Contractor shall facilitate the issue of DO/RO and ensure that the same is available at the area office for further action.
- d) Contractor to undertake due diligence of the Coal quality available for lifting from the sources allocated by Coal Company, to ensure that only good quality Coal is secured and lifted for NPL.
- e) The Contractor shall ensure that, all activities are to be completed as per terms & conditions of FSA like sampling, lifting by road, rail etc.

#### **16.2 Transportation:**

- a) Post issuance of DO/RO, Contractor shall take delivery of Coal of appropriate quality and size of Coal on behalf of NPL and assure the rate of lifting is as per NPL's requirement to ensure complete lifting within the delivery period.
- b) Lifting under DO shall start within 7 days of the issue of DO.
- c) Contractor to arrange at its own cost all the equipment required including but not limited to trucks/tippers/ Coal loading/unloading equipment for the lifting of Coal from designated stock as indicated and directed by Coal Company, and for transportation of Coal from Coal Company to railway loading siding/stacking area and from stacking area to railway siding as the case may be. The Contractor shall also be responsible for all equipment and arrangements required at Railway siding for loading of Coal into rakes.
- d) The contractor on behalf of NPL shall validate/sign the weighment sheet as well as the daily lorry receipt summary statement issued by Coal Company. The Contractor shall collect the delivery challan and send the same to NPL daily by electronic means and submit the same in original for the week's lifting at the NPL office.
- e) Contractor shall ensure covering of trucks as per Applicable Laws.

- f) The contractor shall ensure that details of Coal Company Invoice (tipper wise/day wise as per the prevalent practice) lifted against the RO is sent in MS Excel format and received by NPL on the next working day. The summary should be reconciled before sending it to NPL daily. In case of any mismatch between the actual lifting and invoicing or in any other issues, the Contractor has to ensure the correction of the same so that filing of return/any other statutory compliance can be ensured on time. The format for sending the details is as follows:

Sl. No.	Date	Lifted Qty	No of Tippers per day	No of issued invoices (per day)	Coal Company Invoice No
1					
2...					

- g) In general, all documentation related to transportation and incidental activities in the scope shall be primarily carried out by the Contractor. NPL shall support as appropriate.
- h) The Contractor will co-operate with NPL team which will periodically inspect the condition of the stockpile and limestone marking and take photographs as required. The Contractor will co-operate with NPL for investigation of Coal stock and testing of Coal, in the custody of the Contractor.
- i) The Contractor shall ensure that Coal lifted under the Contract from Coal Company by road mode from mines for transportation to loading Railway siding/stacking of the same at railway siding is done without mixing with any foreign material/impurities to maintain the quality of lifted Coal. Contractor shall ensure lifting in such manner that the fines below 2 mm shall not exceed 25% of NPL received weight in a batch. The contractor shall ensure that Coal drawn under the Contract from Coal Company is not mixed with any other extraneous material including mill or mine rejects/sponge iron reject. Mixing of any foreign material/impurities/ mill or mine rejects/sponge iron reject etc. with Coal lifted under this contract shall be considered as a serious breach of this Contract. The Coal drawn for NPL shall be handled and kept separately from the time of drawing from mine till dispatch from railway siding. Contractor shall not indulge in any acts that result in deterioration in Coal quality. NPL shall consider the above as breach of Contract and shall have the right to invoke Security Deposit / CPS, impose stiff penalties followed by legal action, including termination of Contract.

### **16.3 Indenting, loading into rakes:**

- a) The Contractor shall assist NPL in submitting the Railway programme as per the lifting pattern and on submission of the same, the Contractor shall coordinate with Railways/appropriate authority for sanction of Railway program from office of Executive Director Railway Movement, Kolkata.

- b) The Contractor shall submit adequate number of indents as per sanctioned program for placement of empty rakes within the validity period for the complete materialization of Coal without lapsing of any quantity or sanctioned program.
- c) Contractor shall ensure that rakes received are not in damaged condition and co-ordinate with Railways to replace/restore condition of the wagon to avoid spillage. Irreparable wagons shall not be loaded with Coal. The Contractor shall share the pictures/ videos of the rake as confirmation of the same.
- d) Contractor shall load into the wagons on train load basis and take care of incidents of overloading and under loading to minimize the extra freight charges. To the extent possible, Contractor shall try and get rakes which are in good condition. In case the rake(s) is/are loaded on wagon load basis, the differential railway freight will be borne by the Contractor.
- e) The Contractor after loading the Coal into wagons shall cover the rakes with tarpaulin for transportation of Coal to NPL Power Plant.
- f) Contractor shall ensure that complete inspection of all the wagons is carried out for any residual material including any foreign material of previous consignment transported and all the wagons are cleaned prior to loading NPL's consignment. The Contractor shall share the pictures/ videos of the rake as confirmation of the same.
- g) The Contractor shall ensure that damaged Wagons/ sick wagons with large gaps/cracks are not loaded with Coal as loading such wagons may cause significant quantum of en-route spillage over long distance transportation. Contractor should take all efforts to minimize the transit loss and such wagons should immediately be brought to the notice of Railway authorities prior to loading of Coal. Contractor has to get such wagons declared as sick wagons.
- h) Contractor shall co-ordinate regularly with Railways to monitor the working conditions of weighbridges to ensure that loading of rakes is done within the time specified by Railways. Any demurrage, penalties and extra charges at loading end shall be borne by the Contractor.
- i) In case of non-availability of e-RR's, Contractor shall collect physical RRs from Railway authorities. Physical RRs shall be handed over to NPL concerned person. Contractor shall email the readable scanned copy immediately to NPL ensuring that at least the scanned copy is available with NPL before the rake reaches at NPL plant.
- j) Contractor shall comply with all the formalities, modalities & legal requirements of Coal Company, Railways, state government and all Applicable Laws of the land and shall indemnify NPL against any default of the Contractor in this regard, whatsoever.
- k) Cost of indents shall be paid by the Contractor. In case the cost of indent is not refundable, the cost shall be borne by NPL. However, cancellation cost of any indent shall be borne by the Contractor.

#### **16.4 Monitoring of Rakes:**

- a) The Contractor shall take measures to avoid the diversion/holdups of the rakes en-route to NPL.



- b) Contractor shall track the movement and keep a record of each rake till placement at designated delivery point. Contractor may provide escorts to monitor the movement of rakes in its own interest and at its own cost.
- c) Contractor shall keep track of sick wagons and maintain a record and shall arrange to mobilize these sick wagons after repair with subsequent rakes. Contractor shall assist NPL in retrieving loaded isolated sick wagons after repair. Loss to NPL due to sick wagon(s) has to be borne by Contractor.
- d) Contractor to ensure proper loading of rake on train load basis and monitoring the transportation of rakes up to NPL siding so as to minimize the losses including but not limited to the transit loss.
- e) Contractor shall be responsible for monitoring the weighment of rakes at/near loading siding and shall ensure accuracy of the weighment.
- f) The Contractor to ensure covering of rakes/trucks with tarpaulin to ensure compliance of notification dated 21.05.2020 issued by Ministry of Environment, Forest & Climate Change (MOEF & CC).
- g) Contractor shall assist NPL in reconciliation between Coal Company and NPL for the advance paid by NPL and Coal value billed by Coal Company related to the supplies under the contract.
- h) While rakes are in transit, the Contractor shall keep on updating NPL on movement of rake from loading siding till the rake reaches the NPL Power Plant siding, the Contractor shall assist in identification of rake with nomenclature along with wagons as per copy of E-RR. Any missing wagon shall be reported to NPL at the earliest and the Contractor shall endeavor to keep close track and coordinate with Railways to deliver the missing wagon to NPL at the earliest.

#### **16.5 Scope for Tarpaulin covering:**

1. Covering of loaded wagons of NPL Coal rakes with good quality tarpaulin & properly tied up with ropes after completion of loading as per Railway standards/NPL requirements.
2. Damaged/torn tarpaulins & ropes shall not be used.
3. The Contractor shall ensure tarpaulins are securely tied with rail wagons so that tarpaulin does not blow away or tear off during transit.
4. The Contractor shall provide appropriate size of tarpaulin for full covering of wagons on top side.
5. Tarpaulin shall be removed and taken back by the Contractor.
6. Contractor shall follow and fulfil safety compliances to ensure safety of resources and workers deployed for covering rakes with tarpaulin. Contractor to issue all necessary equipment and PPEs to ensure safety of its workmen.
7. Contractor to comply all necessary requirements imposed by any Statutory authorities including Pollution Control Board, Government authority, Coal Company, Indian Railway.

8. Cost of mobilization & de-mobilization of tarpaulins, manpower etc shall be borne by the Contractor.
9. Lodging, boarding and conveyance of workmen shall be in the Contractor's scope.
10. Contractor to ensure covering all rakes without fail.
11. NPL shall not be responsible for any damage, loss or pilferage of tarpaulin during handling at the loading/unloading point or during transit.
12. The tarpaulin etc. needs to be removed well before the rake enters NPL plant premises to prevent demurrage, failing which, the consequential Railways demurrage for delay in rake unloading shall be recovered from Contractor's invoices or payable within 7 Days by the Contractor upon request by NPL.

**16.6 Sampling by TPSA at Coal Company loading point:** NPL will enter into tripartite agreement with TPSA and Coal Company before lifting of the coal allocated by coal company(s). If permitted as per the extant policies, Contractor shall participate in the TPA process on behalf of NPL and supervise the activities to ensure that the same are carried out as required. Contractor shall ensure 100% sampling coverage on daily basis on best effort basis.

In case of unavailability of TPSA, Joint Sampling shall be carried out by NPL and Coal Company and subsequent reports will be issued by the Coal Company. In case of joint sampling, the reports issued by the Coal Company shall be considered for all computations and all clauses shall be read as mutatis mutandis.

In case no corresponding co-related reports of TPSA is available of the lifted quantity. The midpoint of the quality declared by the Mine shall be considered as final for all computation purposes.

**Challenging of TPSA analysed result:** This will be at the option of NPL based on appropriate inputs from the Contractor. Repeated/frivolous requests by the Contractor will not be entertained.

NPL may provide the required documents/letter for obtaining the permission from Coal Company/ TPSA for witnessing the process. Contractor shall be responsible for proper sampling of the Coal lifted against the Delivery Orders at the respective sampling points. Post sampling Contractor's representatives shall ensure application of seal on bags and safe storage of the same. Contractor representatives shall ensure safe and secured shifting of the sealed bags from sampling point's local storage room to common storage facility.

The Contractor's representatives shall maintain proper record of the trucks being used for dispatching Coal under the respective DO along with the daily lifting report.

The Contractor representatives shall share the tag numbers encrypted on the sealed bags containing the samples collected during the day with the NPL representative at the site daily.

Contractor's representatives' activities include but are not limited to the following:

1. shall ensure that the truck selection for sample collection is as per FSA/other applicable standard.
2. shall ensure sample collection as per applicable procedure.
3. shall ensure representative sampling and no selective sample lifting takes place.
4. shall ensure application of seal on each bag immediately after collection of sample and storage of the same at local storage room.
5. shall ensure vehicle for TPSA employee for movement & carrying the samples (if required).
6. shall ensure safe and secured shifting of sample bags to permanent storage room.
7. shall Ensure accuracy of TPSA field staff's records with respect to DO no, date, tag no., truck no. etc.
8. shall keep a watch over the safety of sample collection during the day.
9. It may be noted that **TPSA** methodology may undergo changes from time to time and same are expected to be complied by the Contractor.

**16.7 Sample preparation, preservation, transportation, testing:** Contractor shall monitor sample preparation activities at all times based on the authorisation from Coal Company/ TPSA (on request of NPL) and share the details with NPL. Contractor shall ensure that samples are packed, preserved and transported in safe condition, so as to prevent any pilferage and tampering.

- a. Contractor shall ensure sample preparation, preservation and transportation as per applicable procedure.
- b. NPL shall authorize Contractor as appropriate from time to time for its participation in the aforesaid activities. Contractor to inform NPL in case of any deviation to the procedures and standards so that appropriate corrective actions may be initiated. Contractor to monitor the health of sampling, preparation and testing equipment in the field and in case of any issue, take up the same with Coal Company/ TPSA for necessary corrective action. NPL shall support as required.
- c. After completion of preparation of final sample for NPL, Contractor's representatives authorized to witness the preparation shall take handover of NPL part of the sample. The sealed sample so received by Contractor's representatives shall be handed over to NPL representative.
- d. Contractor shall witness the sealing of referee sample and its movement till it is kept under lock & key at safe custody of TPSA. If needed, Contractor shall provide almirah/storage/locker facility/minor agreements at each sample preservation location as directed by NPL to assist TPSA sampling activities.
- e. Before commencement of the preparation of sample, Contractor shall check for all the bags for intactness of seal and matching of seal number with record available for the

date of sampling. By physical inspection ensure that no tampering has been done with any of the bag.

- f. Contractor shall pay utmost attention in the process of sample quantity reduction during different stages till packing of final packet as this is the most vulnerable stage for adulteration.
- g. Contractor to follow up with TPSA for movement of samples as required (including referee samples) and declaration of results as per the timelines.
- h. Specific attention has to be paid for timely testing and declaration of results for Total Moisture as per FSA and/or agreement with TPSA.
- i. In case sample results are disputed by Coal Company, Contractor shall follow-up for early movement of documents and samples, so that results of referee testing are available in shortest possible time. Also, in case of dispute for referee sample to be raised by NPL, Contractor to assist NPL in raising and submitting the claims and subsequent activities.
- j. Based on various developments notified by Coal Company/ TPSA with regard to sampling and testing modalities for Coal from Coal Company, Contractor shall cooperate for adherence of the same.
- k. Contractor shall fully cooperate with NPL for collection of samples of Coal from its premises/lying with him for NPL's analysis.
- l. In case TPSA reported quality, results are challenged by NPL/ Coal Company, Contractor shall assist NPL at all stages of referee processes

**16.8** A manager level person of the Contractor shall be posted in mine/siding to coordinate entire activity, NPL team member may also accompany him.

**16.9** Contractor shall assist NPL for carrying out our periodical joint reconciliations (as scheduled by Coal Company) of Coal bills received from Coal Company in timely manner.

**16.10** Contractor to follow-up with Coal Company for expeditious issuance of credit notes based on claims lodged by NPL/Coal Company including adjustments on accounts of TPSA & referee results and extend full support to NPL for reconciliation with Coal Company for adjustment of credit amount lying with Coal Company.

**16.11** Contractor shall also assist NPL in settlement of various claims as per the terms of FSA.

**16.12** In case of any dispute with Coal Company /Railways/CIL subsidiary regarding payment, claim, commercial issues etc., Contractor shall assist NPL in taking up and resolving this matter with concerned department.

**16.13** It shall be the responsibility of the Contractor to ensure safe transportation and custody of Coal lifted from mine till delivery at designated point (NPL Power Plant).

**16.14** Contractor shall provide a vigilant and sufficient manpower, for monitoring Coal quality & dispatches from mines to sidings in trucks. The persons deputed shall be in contact with & shall take instructions/ guidance from NPL team.

**16.15** Contractor shall depute sufficient team at truck loading point to ensure lifting of good quality and size of Coal.

**16.16** Any other activity not envisaged specifically, or which comes up during the tenure of the Contract which is required to be discharged in fulfilment of the obligations as above is deemed to be included in the scope of the Contractor.

The Contractor shall ensure that, all activities are to be completed as per the terms and conditions of FSA/ TPSA tripartite agreement and in compliance of the prevailing norms and policy of Coal Company/ TPSA /Railways. Contractor shall bear the implications of any consequential action by Coal Company/ TPSA /Railways due to causes attributable to the Contractor, this will be viewed very seriously and may affect the Contractor's performance adversely.

**Note: Payment to Coal Company for Coal value and payment to Railways for railway freight shall be directly paid by NPL.**

## **17. Taxes & Duties**

**17.1** Prices indicated in the Price Bid as per Annexure-IV are inclusive of all costs towards tools, tackles, materials, machinery, consumables, as well as sufficient no of skilled / semiskilled / unskilled manpower, which shall be required for ensuring smooth execution of the work.

**17.2** The unit rates indicated in the Price Bid of Annexure-IV is inclusive of all taxes, duties, levies and statutory requirements as applicable as per Applicable Laws, except the Goods and Services Tax (GST). GST shall be paid extra as applicable as per the applicable prevailing rates.

**17.3** Taxes, duties and any financial levies on any account which were applicable at the time of bidding but inadvertently omitted by the Contractor are deemed to have been included in the unit rates. Any new tax or duty which were not applicable and is imposed by Government post bid, the same shall be admissible for payment. Similarly, any taxes and duties which are reduced/withdrawn by Government, Contractor to pass on the consequential benefit to NPL through reduction from the quoted price. In case of withdrawal of existing tax/duties/cess by the statutory bodies, the same shall not be paid by NPL from the date of implication.

**VOLUME IV ANNEXURES AND FORMS**

**ANNEXURE I: COVERING LETTER**

*(To be on the Letter Head of the Bidding Company)*

Date: \_\_\_\_\_

From: \_\_\_\_\_

Tel. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address:

To

Head – Procurement

Nabha Power Limited

P O Box 28, Near Village Nalash,

Rajpura-140401, Punjab, India.

Tel. No.: +91-176-2277252

Dear Sir,

**Sub: Bid for Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from Coal Company including incidental activities for Bid Document NPL/RCR/2021-22/063.**

1. Being duly authorized to present and act on behalf of M/s ..... (Insert name of Bidder) (hereinafter called the “**Bidder**”) and having read and examined in detail the Bid Document, the undersigned hereby submit our Bid with duly signed formats, as stipulated in the Bid Document, for your consideration.
2. It is confirmed that our proposal is consistent with all the requirements of response as stated in the Bid Document. The copy of revised Bid Document along with all addendum’s duly signed on each page is enclosed herewith.
3. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. Further, we also confirm that we have no history of abandoning projects/contracts/work orders and acknowledge and agree that NPL may reject our Bid if this were to be the case.
5. We confirm that we have not been debarred/ blacklisted by any Gencos/ Individual TPP’s and acknowledge and agree that NPL may reject our Bid if this were to be the case and may take appropriate actions as per the provisions of the Bid Document.
6. We confirm that we have studied the provisions of Applicable Laws and regulations required to enable us to carry out our functions as per Clause 16.0 Vol. III Scope of Work and to prepare this Bid. Further, we confirm that we have carried out our own due-diligence and assessment of Scope of Work, feasibility of road transportation and rail transportation from the railway sidings to the NPL Power Plant as appropriate for the process and we do not foresee any problem in order to comply with the requirements.

7. We hereby confirm that we shall abide unreservedly with NPL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either NPL's decision or its right to make such decision at any time in the future.
8. We agree to furnish any additional information and documents as may be required by NPL to substantiate representations made by us in this Bid at all times. We also confirm that Nabha Power Limited reserves the right to contact our bank and third parties/Customers/project references and verify the information and documents submitted for the purpose of qualification.
9. The Bid shall remain valid as per validity table in clause 9 of Vol.-I for acceptance by NPL. Any extension will be as per mutual agreement.
10. We confirm that the Bid is unconditional and non-suggestive and that we have not taken any deviation to any of the provisions of the Bid Documents.
11. We confirm that our quoted prices are based on the provisions of the Bid Documents.
12. We confirm that our rates are firm for handling the quantum of Coal indicated.
13. We confirm that we will transport entire quantity as offered in the Price Bid, in case the same is awarded.
14. We confirm that our Bid includes all taxes except advance tax, for which NPL is having exemption. We further confirm that we shall be complying with applicable rules and regulations as required for fulfilling our obligations under this Bid Document.
15. We confirm that we meet/ will continue to meet all Applicable Laws, rules, regulations, guidelines in force including those that deal with the transportation Coal until the same is shifted to siding for loading into rakes.
16. Monthly capacity: Minimum of ..... MT Coal to be transported. (minimum capacity of 60,000 MT to be offered per month)
17. Details of the Bidder: (Address/key personnel/contact details/key customers/technology) are as under: (details may also be annexed).
18. The details of contact person are furnished as under:  
 Name:  
 Designation:  
 Name of the Company:  
 Address of the Bidder:  
 Phone Nos.:  
 E-mail address:

Thanking you,

Yours sincerely,  
 (Authorized Signatory and Seal)

Name:  
 Designation:  
 Address:  
 Date: -----Place: -----

**ANNEXURE II: POWER OF ATTORNEY**

*(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Mrs./Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Bid Document no NPL/RCR/2021-22/063 for shortlisting of Bidders for **Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from Coal Company** through rate based competitive bidding process in India, including signing and submission of all documents, Bid and providing information / responses to Nabha Power Limited, representing us in all matters before Nabha Power Limited, negotiating, entering into and executing any Contract, agreement, accepting any Purchase Order or LoA, complying with the conditions thereof and generally dealing with Nabha Power Limited in all matters in connection with our response to the said Bid Documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Insert name of the Bidder on whose behalf PoA is executed)

.....(signature)

Name:

Accepted.

Specimen signatures of attorney attested

(Signature of Notary Public)

..... (signature)

(Name, Designation and Address  
of the Attorney)



Place: -----

Date: -----

Note:

- (1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s).
- (2) Also, wherever required, the executant(s) should submit for verification of extract of the chartered documents and documents such as a board resolution / power of attorney, in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the executant(s).

**ANNEXURE III: FORMAT FOR CERTIFICATION FROM  
STATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS**

(On Letter Head of Statutory Auditors)

**A. Technical Qualification**

**To**

Head – Procurement  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Dear Sir,**

**Sub: Bid for Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from Coal Company for Bid Document NPL/RCR/2021-22/063**

We certify that M/s. .... (Insert name of evaluated entity) have technical qualifications as per tables mentioned below.

Table-A

	<b>Parameters / Requirement</b>	<b>Name of the Bidder</b>	<b>Qualification (Lakh MT/ Nos.)</b>	<b>Supporting documents enclosed</b>
a.	Experience in transportation of coal in the _____ subsidiary/Port (Quantity in Financial Year ....)			1) 2)
b.	Experience in co-ordination with Railways (for loading in rakes and dispatch of coal) in _____ subsidiary/siding (Quantity in Financial Year....)			1) 2)
c.	Experience in co-ordination with CIL Subsidiaries in _____ subsidiary (Quantity in Financial Year....)			1) 2)

Yours faithfully,

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1 and 2 below] of Bidding Company)

Name:

Date:

Place:

*(Signature and Stamp of statutory Auditors of Bidding Company)*

Name:

Date:

Place:

Please also affix common seal of Bidding Company

**Date:**

**Note:**

1. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
2. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
3. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

**Enclosures:**

- 1)
- 2)
- 3)

**B. Financial Qualification**  
(On Letter Head of Statutory Auditors)

To,  
Head – Procurement  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Dear Sir,**

**Sub: Bid for Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from Coal Company for Bid Document NPL/RCR/2021-22/063**

We certify that the Financially evaluated entity had annual Turnover of Rs. .... Crore & annual Net worth Rs.....Crores computed as per instructions in the Bid Document based on unconsolidated audited annual accounts in Financial Year .....

Name of Financially Evaluated Entity	Financial Year	Turnover (Rs. Crore)	Net Worth (Rs. Crore)

Yours faithfully

(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager of Bidding Company [refer below mentioned Note section])

Name:  
Date:  
Place:

(Signature and Stamp of statutory Auditors of Bidding Company)

Name:  
Date:  
Place:

Please also affix common seal of Bidding Company

Date:  
Note:

- a. Along with the above format, in a separate sheet, please provide details of Turnover and Net Worth Calculation duly certified by **Statutory Auditor**.

- b. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
- c. In case of Manager, the Company shall submit certified copy of Board Resolution attested by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.
- d. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

### C. Format for compilation of work orders executed

To,  
Head – Procurement  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Dear Sir,**

**Sub: Compilation of work order executed related to Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from Coal Company for Bid Document NPL/RCR/2021-22/063**

Parameter	Name of the customer	Quantity (MT)	Period of execution	Cumulative quantity
Experience in transportation of coal in the _____ subsidiary/ Indian Port				
Experience in co-ordination with Railways (for loading in rakes and dispatch of coal) in _____ subsidiary/ Siding				
Experience in co-ordination with CIL Subsidiaries in _____ subsidiary				

Cumulative quantity must be equal or more as per the qualification requirement.

Yours faithfully,

*(Signature and stamp of any whole-time Director (supported by a specific Board Resolution)/Manager [refer Note-1 and 2 below] of Bidding Company)*

Name:

Date:

Place:

Please affix seal of Bidding Company

Date:

Note:

1. In case of any whole-time Director, the Company shall confirm through Company Secretary that the concerned person is appointed as whole-time Director as defined under the Companies Act, 2013.
2. In case of Manager, the Company shall submit certified copy of Board Resolution attested

by Company Secretary regarding appointment of the concerned person as Manager as defined under the Companies Act, 2013.

3. In case of partnership firms/LLP, the documents shall be attested by a Partner, whose name shall appear in the list of partners certified/issued by the Registrar of firms or a copy of the Partnership deed needs to be submitted.

**Enclosures:**

- 1)
- 2)

**ANNEXURE IV: PRICE BID FORMAT**

**Nabha Power Limited – Price Bid**

*(To be submitted online)*

To,

Head – Procurement  
Nabha Power Limited  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

Dear Sir,

**Sub: Bid for Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL Command area.**

Having examined the Bid Document No. **NPL/RCR/2021-22/063** including its Amendments/ Addendum/Corrigenda and Clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer the above-named Package: "*Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from BCCL* inclusive of all taxes and duties.



<b>S I. N o</b>	<b>Mine (s)</b>	<b>Code of the Two Railway Siding (s)</b>	<b>Tarp aulin Char ges for rakes (Rs/ MT)</b>	<b>Tarpa ulin Charg es for rakes (Rs/M T) includi ve of GST (A)</b>	<b>Liaising, co- ordinati on and incident al charges (Rs/MT)</b>	<b>Liaising, co- ordinatio n and incidenta l charges inclusive of GST (Rs/MT) (B)</b>	<b>Road Transp ortatio n Charge s (Rs/MT)</b>	<b>Road Transporta tion Charges (Rs/MT) inclusive of GST (C)</b>	<b>Railway Freight as per FOIS with GST (Rs/MT)</b>	<b>Railway Freight as per FOIS with GST (Rs/MT) (D)</b>	<b>Landed Cost (Rs/MT) including GST A+B+C+D</b>
A	New Akashkinaree										
B	Salanpur										
C	AKWM OCP West Mudidih										
D	Sendra Bansjora										
E	Nichitpur										
F	Tetulmari										
G	Dhansar										
H	Gondudih										
I	East Bassuria										
J	Amal,										

<b>S I. N O</b>	<b>Mine (s)</b>	<b>Code of the Two Railwa y Siding (s)</b>	<b>Tarp aulin Char ges for rakes (Rs/ MT)</b>	<b>Tarpa ulin Charg es for rakes (Rs/M T) includ ive of GST (A)</b>	<b>Liaising, co- ordinati on and incident al charges (Rs/MT)</b>	<b>Liaising, co- ordinatio n and incidenta l charges inclusive of GST (Rs/MT) (B)</b>	<b>Road Transp ortatio n Charge s (Rs/MT)</b>	<b>Road Transporta tion Charges (Rs/MT) inclusive of GST (C)</b>	<b>Railway Freight as per FOIS with GST (Rs/MT)</b>	<b>Railway Freight as per FOIS with GST (Rs/MT) (D)</b>	<b>Landed Cost (Rs/MT) including GST A+B+C+D</b>
	North Tisra, South Tisra, Jeenagora										
K	Dahibari										
L	Block-IV OCP (Katapahari)										
M	Kusunda / Godhar										
N	Dobari / Bastakolla										
O	Damagoria										
P	Jamunia										
Q	Muridih										
R	Shatabdi										
S	Phularitand										

S I. N O	Mine (s)	Code of the Two Railway Siding (s)	Tarpaulin Charges for rakes (Rs/MT)	Tarpaulin Charges for rakes (Rs/MT) inclusive of GST (A)	Liaising, co-ordination and incidental charges (Rs/MT)	Liaising, co-ordination and incidental charges inclusive of GST (Rs/MT) (B)	Road Transportation Charges (Rs/MT)	Road Transportation Charges (Rs/MT) inclusive of GST (C)	Railway Freight as per FOIS with GST (Rs/MT)	Railway Freight as per FOIS with GST (Rs/MT) (D)	Landed Cost (Rs/MT) including GST A+B+C+D
T	Kuiya / Kujama										
U	Zeenagori / Barari										
V	Chandan / Bhowrah										
W	Sudamdih Washery										
X	Tetulumuri										

Note:

1. Landed Cost for mine (s) including GST (Rs/MT) = A+B+C+D
2. In case of any mismatch/deviation in the Price Bid filled by the Bidders towards railway freight (D) and the freight as per FOIS, then the respective line item of the Bid shall be rejected.
3. The Price Bids shall be evaluated on the basis of Landed Cost in Rs /MT delivered to NPL Plant inclusive of taxes, duties & levies individually for each mine(s) [A+B+C+D].

4. Railway freight as per FOIS shall be taken on Trainload basis. GST will be applicable on Railway Freight as per FOIS. For any increase in the base Railway freight due to any revision in rates/taxes issued by Statutory bodies, NPL on its own discretion may re-negotiate the rates. Any other charges including but not limited to co-user charges, shall be in Contractor's scope.
5. Payment against Railway freight will be made by NPL directly to Railways.
6. GST for transportation charges (for Coal from mines to loading siding) will be paid directly by NPL. As on date GST on Road Transportation is 5%.

We have thoroughly examined and understood the instructions, scope of work and the terms and conditions etc. covered in the Bidding Documents issued by NPL, being fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to all the provisions of the Bidding Documents. We declare that the work shall be executed strictly in accordance with the requirement and Bidding Documents provisions and good industry practice. We confirm that we have taken into account all taxes, duties and levies (GOI/State Govt/Bodies) applicable as on date. We acknowledge NPL is entitled for the benefit of any reduction or withdrawal of any taxes, duties and levies and liable to pay additional tax only in case of changes/additions under change of law scenario, which are reimbursable by PSPCL.

We agree to abide by this Bid as stipulated in the Bid Documents and it shall remain binding upon us and may be accepted by NPL at any time as per the clause 9 of Vol.-I of the Bid Document.

Signature:.....  
Name:.....  
Designation:.....

## ANNEXURE V: VENDOR IDENTIFICATION FORM

(To be submitted in case Bidder is not registered with NPL or has not furnished these documents as a part of another Tender process or otherwise.- Format No.: SOF-PRC-001-AA, Rev No. 01, dated: 24 May 16)

<b>Name of the Vendor</b>			
<b>Introduced By</b>			
<b>Registered Office Address</b>			
<b>PIN Code No.</b>			
<b>Address for Communication</b>			
<b>PIN Code No.</b>			
<b>Contact Persons</b>			
<b>Phone No: Office</b>			
<b>Mobile</b>			
<b>Fax</b>			
<b>E-mail address</b>			
<b>Type of Company</b>		<input type="checkbox"/> Proprietary	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Private Ltd	<input type="checkbox"/> Public Ltd
		<input type="checkbox"/> Co-operative	<input type="checkbox"/> Others (Specify)
<b>Category</b>		<input type="checkbox"/> Contractor	<input type="checkbox"/> Professional Services
(Please select category for Income Tax Purpose)		<input type="checkbox"/> Rent	<input type="checkbox"/> Comm. & Brokerage
		<input type="checkbox"/> Dealer	<input type="checkbox"/> Others (Specify)
<b>Date of Commencement of Business</b>			
<b>Annual Sales Turnover for last 3 years</b>		<b>Year</b>	
		<b>Rs (in L)</b>	
<b>Details of Directors/Partners/Proprietors</b>			
<b>Name of Associate/Subsidiary Units</b>			
<b>Services rendered/goods provided</b>			
<b>Details of business with L&amp;T group co's</b>			
<b>Year</b>	<b>Co's Name</b>	<b>Items Supplied</b>	
<b>List of Reputed co's, Govt. Dept. With whom registered as suppliers</b>			

<b>List of references, if any</b>	

<b>Details of relatives working in L&amp;T group companies (if any)</b>	
---	--

<b>Goods &amp; Services Tax(GST) Registration No &amp; Date</b>	
<b>MSME Registration No. &amp; Date</b>	
<b>SSI Registration No &amp; Date</b>	
<b>PAN No</b>	
<b>PF Registration No</b>	
<b>ESIC Registration No</b>	
<b>Factory Licence No</b>	

<b>Bank Account Details:</b>	
<b>Bank Name</b>	
<b>Branch</b>	
<b>Account Number</b>	
<b>MICR No</b>	
<b>IFSC Code of Bank</b>	

<b>Any other information:</b>

**Notes:**  
 Our PO, Cheque, Correspondence, etc will be sent only to the communication address as mentioned.  
 All cheques shall be issued in the name as mentioned above.  
 Copies of PAN card, cancelled cheque and all tax / other registration certificates mentioned above should be attached along with this form.

<b>Quality, Environment, Health and safety Compliance</b>		
ISO 9001 Certified	Yes	No
EMS 14001 Certified	Yes	No
OSHAS 18001 Certified	Yes	No

**Declaration In Case answer of any of above is "NO"**

I/WE confirm that the standards adopted with respect to Quality, Environment, Health and Safety standards related to works / Materials being followed by me/us meet the requirements of Industrial Practices and are as per the regulatory guidelines and rules as applicable.

**Code of Conduct**

I/WE confirm that the Code of Conduct (as per NPL format) has been duly signed & stamped and attached with this form.

**DECLARATION BY THE DIRECTOR/ PARTNER/ PROPRIETOR**

**I declare that the information furnished above is correct to the best of my knowledge. I undertake to inform you at the earliest any change in the details mentioned above.**

Rubber stamp of the Vendor

Name & Designation of Authorised Signatory

Signature and Date

-----To be filled in by NABHA POWER LIMITED-----

The Vendor is Approved based on:

Requested by	Approved by	Payment Terms
(Name and Signature)	(Name and Signature)	
Date	Date	

To be filled up by Finance & Accounts

Vendor Code	
Date	

**ANNEXURE VI: CODE OF CONDUCT FOR INTEMEDIARIES  
INCLUDING CONSULTANTS / AGENTS / BUSINESS PARTNERS /  
VENDORS**

1. I / We hereby recognize that as a matter of corporate policy, L&T / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or Contractor or sub-Contractor, engaged to provide goods and / or services to L&T / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of L&T / Group companies and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as FCPA and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to L&T / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We shall comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We shall only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
4. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of L&T / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving L&T / Group companies and / or its clients any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We shall neither give nor accept hospitality or gifts that might appear to incur an obligation.
5. I/We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. We will neither give nor accept hospitality or gifts that might appear to incur an obligation
6. I / We shall follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.



7. I / We understand the US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and L&T / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of FCPA, UK Bribery Act or similar anti-bribery laws including the OECD Convention (wherever applicable) and L&T / Group companies prohibition of facilitating payments.
8. I / We shall not take any action which places, or is likely to place L&T / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of L&T / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of L&T / Group companies without prior written approval from L&T / Group companies.
9. I / We hereby agree that in the eventuality of me / us appointing a Sub-contractor (with written approval of L&T), the Subcontractor shall also comply with this Code of Conduct.
10. I / We hereby agree to indemnify L&T / Group companies with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.
11. I / We hereby agree to promptly report any violations of the Code to L&T / Group companies and further agree that L&T / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to L&T / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.
12. I / We hereby agree that I / we shall not buy, sell or otherwise deal in L&T securities if I / we have inside information. I / We hereby agree that I / we shall not pass inside information to third parties as it is not only a breach of confidentiality but also an offence.

Name:

Signature & Seal:

## **ANNEXURE VII UNDERTAKING FORMAT**

**(To be submitted along with signed code of conduct document)**

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including consultants / agents / business partners / vendors and undertake to comply with same and all the Applicable Laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Signature & Seal

Name

## **ANNEXURE VIII: GENERAL TERMS AND CONDITIONS**

### **I. DEFINITIONS**

**“Annexure”** shall mean any of the annexures, supplements or documents, appended to this document which form an integral part hereof.

**“Applicable Laws”** shall mean all laws for the time being in force in India, including all acts, rules, statute, decisions, bylaws, circulars, guidelines, policies and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record.

**“Applicable Permits”** shall mean all approvals, affiliations, clearances, consents, permissions, licenses, authorizations or no objection certificates, etc., required to be obtained under Applicable Laws from any governmental (central, state or local), statutory or other authority prior to performance and discharge of the respective rights and obligations of the Parties under the Contract.

**“Associate”** shall refer to any Bidder who has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Bidder thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member.

**“Authorized Signatory”** shall refer to the person/ persons and organizations who/which have been so authorized by the Bidder to represent them in respect of the Bid submitted, duly notarized and submitted as per Annexure II.

**“Batch”** shall mean number of rakes received under the Contract at NPL Power Plant in calendar month.

**“Bidder/Bidding Company”** shall mean an individual, a company/firm/society duly incorporated/registered under the relevant laws of India and making the Bid in response to and as required by this Bid Document. For the avoidance of doubt, any references to "the

**Bidder**" in this Bid Document or Contract shall be interpreted as "the **Contractor**" once the Bidder's Bid has been accepted by NPL and Contract has been awarded to him/it.

**“Bid Document”** shall mean this document including other documents such as Notice Inviting Tender (NIT), bid documents -including technical and Price Bid and other formats being issued to and submitted by the Bidders.

**“Bid/ Offer/ Proposal”** shall mean the proposals of the Bidder submitted in response to and as required as per the Bid Document issued by NPL.

**“Coal”** shall mean Run-of-Mine supplied by Coal Company, from any of its mines.

**“Coal Company”** shall mean subsidiary of Coal India Limited (CIL) viz. Bharat Coking Coal Limited (BCCL)

**“Contract”** shall mean the legally binding contract formed between Nabha Power Limited and the Successful Bidder including the terms of this Bid Document, Letter of Award and Purchase Order(s) including its annexures, amendments etc. The same will govern the terms of the service/work performed by the Contractor and shall constitute a Contract between NPL and the Contractor.

**“Contractor(s)”** shall mean the Successful Bidder(s) with whom the Contract(s) have been entered into by NPL and shall include legal representative of such individual or persons composing a firm or a company or the successors-in-interest and permitted assigns of such individual, firm or company, as the case may be for performing activities defined as per Clause 16 of Scope of Work.

**"Consortium"** means a group of companies and/or organizations and/or firms responding as a Bidder.

**“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of any of NPL's Personnel or representative (s) in the bidding process or in contract execution.

**“Day”** shall mean a period of 24 hours from midnight to midnight.

**"Fraudulent Practice"** means a misrepresentation of facts in order to influence the bidding process or the execution of a contract to the detriment of NPL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract prices at artificial non-competitive levels and to deprive NPL of the benefits of free and open competition.

**“Good Industry Practice”** shall mean standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Government Authority/Statutory Authority”** shall mean the Government of India (GoI), the Government of Punjab (GoP), the Government of Madhya Pradesh (GoMP), the Government of Jharkhand (GoJ), the Government of Uttar Pradesh, any local government under jurisdiction of Punjab, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation, corporate body or administrative body over which the GoI, GoP, GoMP, GoJ or GoUP exercises control.

**“Landed Cost”** shall mean the cost incurred in Transportation of Coal from mines of Coal Company to NPL Plant through Road cum Rail (RCR) mode including Road transportation charges, railway freight, tarpaulin charges and liaising, co-ordination & incidental charges as per the terms of the Bid Document.

**“Letter of Award (LoA)”** of the Bid shall mean the official communication issued by NPL notifying the Successful Bidder about acceptance of its Bid.

**“Logistics”** shall mean the process of lifting Coal from mines, bulk transportation and shall include loading and unloading at various points as may be necessary to effect the transportation as defined in Clause 16 Vol.-III, Scope of Work. It shall also imply necessary arrangements with transporters including railways, knowhow about processes, coordinating with various interfaces involved, minimizing losses, demurrages and including related documentation and arranging access to Railway siding etc.

**“Month”** shall mean a calendar month according to the Gregorian calendar.

**“Party”** shall mean either NPL or the Bidder/Contractor.

**“Parties”** shall mean NPL and the Bidder/Contractor collectively.

**“NPL Power Plant”** shall mean 2 X 700 MW thermal power plant developed by Nabha Power Limited at Rajpura, in the state of Punjab.

**“Price Bid”** shall mean the proposal submitted by the Bidder giving details of the price part/rates as per the format given in Annexure IV of the Bid Document.

**“Purchase Order(s) / PO(s)”** shall mean the document issued by Nabha Power Limited to the Contractor in which Nabha Power Limited specifies the Scope of Works with various terms & conditions which are to be performed by the Contractor under the Contract.

**“Qualified Bidders”** shall mean the Bidders short-listed based on the qualification requirements specified as per clause 2.0 of Vol.-I in the Bid Document for further evaluation as per the Bid Document.

**“Related Party”** shall mean group of companies, subsidiaries, associates, etc., Bidders having common control/ ownership reflected through at least 50% of common directors and/or stake holders and duly identified and submitted to NPL as per Annexure XII. Any misrepresentation regarding listing of Related Parties shall be considered as a major breach.

**“RO/DO”** shall mean the release order/ delivery order released by Coal Company

**“Scope of Work”** shall mean entire scope to be performed by the Successful Bidder related to issue of all relevant documents, liaising, co-ordination and incidental, lifting, transporting and delivery of Coal to NPL Power Plant as defined in clause 16 Vol-III.

**“Successful Bidder”** shall mean the eligible Bidder whose Bid has been accepted by NPL and is awarded the Contract in accordance with clause 5 of Volume I of this Bid Document for performing the activities as per in Clause 16 Vol-III, Scope of Work.

**“Subcontractor(s)”** shall mean an agency appointed by the Contractor with the prior written consent of NPL to render obligations / part of Scope of Work under the Contract

which may include the agency appointed for witness of weighment and sampling and analysis at NPL facilities.

**“TPSA”** shall mean Third Party Sampling Agency appointed jointly by Coal Company and NPL for sampling and testing at loading end. In case of non-availability of third-party sampling by TPSA, NPL may opt for Joint Sampling (JS) with Coal Company.

**“Technical Bid”** shall mean documents required to be submitted by the Bidder in relation to responsive check and qualification requirements.

**“Written Notice & serving thereof”** shall mean a notice or communication in writing and shall be deemed to have been duly served within 48 hours of dispatch if sent through Speed Post/ Courier, or within 2 hours of its dispatch if sent by e-mail to the last business address/email address known to the Party who gives the notice. This also shall include notice posted on NPL website followed by communication to the Bidder by Fax and/or e-mail.

**Notes:**

- i) Unless otherwise specified, wherever the following abbreviations are used in this Bid Document they shall have the meanings set forth below:

ASTM- American Society for Testing & materials

BCCL- Bharat Coking Coal Limited

BIS- Bureau of Indian Standards

CIL- Coal India Limited

CIMFR- Central Institute of Mining & Fuel Research

DO-Delivery Order

E-RR- Electronic Railway Receipt

FAUC- Freight adjustment of under charges

FOIS- Freight Operations Information System

FSA- Fuel Supply Agreement

Gol- Government of India

IMBW-In Motion Weigh Bridge

IOCL- Indian Oil Corporation Limited

LC- Letter of Credit

LD- Liquidated Damage

LoA- Letter of Award

MOEF&CC- Ministry of Environment, Forest & Climate Change

MT- Metric Tonnes

OTC- Originating Terminal Charges

PO- Purchase Order

PSPCL- Punjab State Power Corporation Limited

QCI- Quality Council of India

RO- Release Order

RR- Railway Receipt

RTC- Road transportation charge

TM- Total Moisture

- ii) When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Executive-in-Charge/ Manager-in-Charge/NPL.
- iii) The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- iv) Terms and expressions not defined herein shall have the same meanings as are assigned to them in: 1. Indian Sale of Goods Act, 2. Indian Contract Act, 3. General Clauses Act in the order of priority indicated.
- v) The references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- vi) a "person" includes any individual, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment and a person shall be construed as including a reference to its successors, permitted assigns and permitted transferees in accordance with their respective interests;
- vii) an "employee" of any person includes any other person or agent who is engaged or has (within the period prescribed by applicable law for holding such person's employer, client or principal, as the case may be, responsible for his acts) been engaged directly or indirectly by such person as an employee, consultant, Contractor or in any other capacity whatsoever;
- viii) the descriptive headings in this Bid Document, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- ix) unless specifically provided otherwise, the words "herein" and "hereunder", and words of similar import, refer to the entirety of this Bid Document and not only to the Clause in which such use occurs;
- x) a reference to a "Clause", "Schedule", "Annex" or "Exhibit" is a reference to a Clause, Schedule, Annex or Exhibit of this Bid Document;
- xi) "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";
- xii) reference to "this Bid Document" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and

- xiii) this Bid Document is to be read and construed as a whole; anything mentioned in any of the documents comprising this Bid Document shall be of like effect as if stated or mentioned in all of them. In the event of a conflict between the clauses and the appendices, the parties shall endeavor, in the first instance, to resolve the conflict by reading this Bid Document as a whole and the provision that is more specific to the subject matter shall govern. If, notwithstanding the parties' good faith efforts to resolve the conflict as provided in the preceding sentence, the conflict continues to persist, the provision in the clauses shall govern.
- xiv) A law shall be construed as a reference to such law including its amendments or re-enactments thereof, for the time being in force.

## **2. GOVERNING LAW AND JURISDICTION**

This Bid Document and Contract shall be governed by the laws of India and all legal proceedings in connection with the Contract shall be subject to the territorial jurisdiction of local courts at Chandigarh.

## **3. ASSIGNMENT AND SUBCONTRACTING**

The Bidder shall not without the prior written approval of NPL, assign or transfer its rights or obligations under the Bid Document and Contract or any part thereof, or any share, or interest therein to any other person.

## **4. INDEMNIFICATION**

The Bidder shall fully indemnify, hold harmless and defend NPL against any action, claim or proceeding relating to the infringement of intellectual property rights of any third party and/or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the Contract.

In the event of any claim being made or action brought against NPL in respect of the matters aforesaid, NPL shall immediately as soon as reasonably practicably notify the Bidder thereof for taking necessary action.

The Bidder shall indemnify on demand and hold harmless NPL in respect of any and all damages or injuries to any person and to any property and against all actions, suits, claims, demands, costs, charges and expenses (including professional fees) arising in connection therewith caused by:

- i. any act or omission of the Bidder;
- ii. any breach of Applicable Law by the Bidder;
- iii. claims made against NPL by a third party arising from any defect and negligence in the performance of the Scope of Work ;and
- iv. any damage to NPL's property by the Bidder.



For the purposes of this clause Bidder means and includes its affiliates, Subcontractors, employees, agents and other personnel deployed by the Contractor or his Subcontractors.

Any statutory and tax related liability will be exclusively to the account of the Bidder unless NPL agrees otherwise based on the Bidder's accepted Bid.

Bidder shall comply with all norms and requirements of the mining department, MoEF&CC, Government Authorities and Applicable Laws and indemnify NPL against any non-compliance. NPL on monthly audit process may verify the compliance however this shall not absolve the Bidder from its prime responsibility of such compliance.

## **5. CONFIDENTIALITY**

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“Confidential Information” means any and all information or data of a scientific, technical, commercial or financial nature disclosed by NPL in relation to the PO, or which is obtained by the Contractor from the other in relation to PO, whether in writing, pictorially, in machine readable form, on disc, mail or orally, or by any other means/modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities (including, but not limited to, electricity generating systems, business outlooks, costing etc.), formulas, data, inventions, techniques, technology, know-how, processes, ideas, (whether patentable or not), specifications, drawings, services, strategies, third party information, and corporate and personnel statistics, Contractor information, market intelligence, business working, operations and other business strategies and other commercial information of a confidential nature.

Confidential Information shall not be disclosed by the Contractor except to those individuals who need access to such Confidential Information to ensure proper performance of the Contract or to third party advisors and investors who reasonably require access to the Confidential Information for purposes of fulfilling the Contractor’s obligations. The Contractor shall remain liable with regard to all parties who receive NPL’s Confidential Information from the Contractor. The Contractor shall not be liable for disclosure or use of Confidential Information which:

- (1) was known by the receiving Party at the time of disclosure due to circumstances unrelated to this Contract;
- (2) is generally available to the public without breach of this Contract;
- (3) is disclosed with the prior written approval of NPL; or
- (4) is required to be released by Applicable Law or court order/direction.

The obligations under this section shall survive for a period of five (5) years post termination of the Contract.

## **6. FORCE MAJEURE**

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**6.1.A** “Force Majeure Event” means any events or circumstances or a combination of events or circumstances or the consequence(s) thereof that wholly or partially is beyond the reasonable control of the affected party, which could not have been reasonably foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a. Act of God, operation of the forces of nature such as earthquake, hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity.
- b. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage.
- c. Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties.
- d. Riot, civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors.
- e. National or regional industrial disputes or targeted disputes which are part of national or regional campaign and which is not reasonably within the powers of a Party to prevent, or which is not specific to the Party or any of his Contractors or Subcontractors.
- f. Government orders and/or restrictions which are imposed under Applicable Law.
- g. Termination of PPA and/or FSA.
- h. Epidemic.

**6.2. Force Majeure Event shall expressly not include the following circumstances or events:**

- a. unavailability of the Coal in the requisite quality and/or quantity including as a result of Coal Company's failure to deliver the Coal at the mine (s);
- b. On account of Coal Company/ CIL exercising any of its rights or performing any of its obligations as contained in the FSA including without limitation any change to the quantity, quality or source of supply of Coal.
- c. a delay in the performance of any Subcontractor, except where such delay is attributable to an event or circumstance that qualifies as a Force Majeure Event under clause 6.1 above;
- d. non-performance caused by the non-performing Party's: (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with the Applicable Laws or Applicable Permits, or (iii) breach of, or default under, this Agreement, as the case may be; or
- e. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor or any other transport service provider in transporting the Coal from the mine to the NPL Power Plant; or

- f. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor;  
or
- g. Insufficiency of finances or funds or the Contract becoming onerous to perform.

**6.3** If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set forth in clause 9 below, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief on account of such Force Majeure Event.

#### **6.4 Notice of Force Majeure Event**

- a. The Affected Party (Party whose performance has been affected by an event of Force Majeure) shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "FM Notice"), as soon as the same arises or as soon as reasonably practicable and in any event within 15 (fifteen) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Contract, the actions being taken in accordance with clause 6.5 below (Performance Excused) and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.

#### **6.5 Performance Excused**

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that Party will be excused from its performance if affected by the Force Majeure Event to the extent so affected provided that:

- a. Written notice in terms of clause 6.4 above;
- b. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event; and
- c. The affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party.
- d. nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of or during subsistence of the Force Majeure Event.
- e. Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless all the provisions of this clause 6.4.a and 6.4.b. above have been complied with.

Provided however that upon occurrence of a Force Majeure Event affecting NPL, NPL may require the Contractor to continue performing its obligations, including the

obligation to lift such quantities of Coal, as notified in writing by NPL and stockpile the Coal at storage area until NPL becomes capable of taking delivery of the Coal at the NPL Power Plant.

No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused because of the occurrence.

#### **6.6 No liability for losses due to Force Majeure Event**

- a. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event, Each Party shall maintain appropriate insurance cover for losses arising as a result of Force Majeure Events

#### **6.7 Duty to perform & duty to mitigate:**

To the extent not prevented by a Force Majeure event, the Affected Party shall continue to perform its obligations under the Contract. The Affected party shall take all reasonable efforts to mitigate the effect of a Force Majeure Event.

#### **6.8 Resumption of performance**

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall provide all reasonable assistance to the Affected Party in this regard.

### **7. EVENTS OF DEFAULT**

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#### **A. Contractor's events of default:**

In addition to any other event which gives rise to a termination right for NPL appearing in any other provisions of this Bid Document, the following events shall be construed as events of default on the part of the Contractor, the occurrence of which shall entitle NPL to terminate the Contract forthwith:

- i. The Contractor is in material breach of any of the terms of this Contract and such breach is not remedied within fourteen (14) days of notice by NPL;
- ii. The Contractor is adjudged bankrupt or insolvent; has a receiving order issued against it, makes a general assignment for the benefit of its creditors, or, if Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction for

which prior written consent from NPL is obtained), a receiver is appointed over any part of its undertaking or assets, or if Contractor takes or suffers any other analogous action in consequence of debt;

- iii. Contractor assigns, subcontracts or transfers the Contract or any right or interest therein other than in accordance with the Contract.
- iv. The voluntary winding up of the Contractor by the shareholders of the Contractor;
- v. Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and the Contractor is ordered to be wound up by the court;
- vi. The Contractor has indulged in any adulteration/pilferage/malpractice during transportation/handling of Coal.
- vii. Non-compliance to any relevant major requirement of Coal Company/ TPSA /CIL/Govt. bodies and/or Applicable Laws.
- viii. Mixing of dolochar or any other ingredients in Coal that degrades the actual quality of coal or are detrimental to NPL power plant operation / equipment.
- ix. Diversion of Coal lifted on behalf of NPL
- x. Repeated lapsing of Coal quantity against DOs issued.
- xi. Contractor, in the judgment of the NPL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract
- xii. Abandons and ceases its performance or repudiates the contract.
- xiii. Persistently fails to timely correct defects and deficiencies in accordance with the terms of the Contract.
- xiv. Does not carry out the Contract/ LoA/PO for the entire quantity as required by NPL and such breach is not remedied within seven (7) days of notice.

In the event of a Bidder Event of Default NPL shall, in addition to its right to immediately terminate the Contract, have the right to immediately encash the CPS and/or the SD of the Bidder without prejudice to the other legal remedies available to NPL.

**B. NPL's events of default:**

If NPL delays in paying any undisputed amounts due and payable to the Contractor and such amounts in aggregate exceeds ~one month's gross service charges and the delay in payment exceeds 90 Days (from the date of receipt of the last undisputed unpaid invoice), it shall be construed as an NPL events of default unless such an event has occurred as a consequence of a Force Majeure Event and NPL has made diligent efforts to the reasonable satisfaction of the Contractor to avoid the Force Majeure Event and the effects thereof.

In case of NPL's event of default, the Contractor shall be entitled to terminate the Contract by giving 30 days written notice.

## **8. COMPLIANCE TO LAWS**

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### **Compliance of Labour Laws**

The Contractor shall comply with all the provisions of the Contract labour (regulation and abolition) Act, 1970 and the rules made thereunder which may be applicable to them. The Contractor shall also comply with other labour and industrial laws and such other acts and statutes as may be applicable to them in respect of their employees and shall indemnify NPL and reimburse NPL against all damages, charges, actions, claims, demands, costs and expenses whatsoever arising out of or in connection with any liability that NPL may be required to discharge on account of the default of the Bidder or otherwise attributable to the Bidder.

### **Compliance with Law of the Land:**

The Contractor shall comply with all Applicable Laws of the land as applicable to the states of Chhattisgarh and Punjab and any other state en-route in lifting, transporting the Coal from mines to Loading Railway siding, rake loading and finally delivery to NPL plant that is mandatory in order to execute its obligations and deliveries under the Scope of Work under this Bid Document that should essentially include but not limited to law enforced by MoEF, Ministry of Excise and taxation, Coal Company, Indian Railways, local authorities.

The Bidder shall reimburse NPL for all costs, damages, charges, losses and/or expenses, that NPL may have incurred, under the Contract in respect of this clause 8. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered by action of law or otherwise from the Contractor or his CPS/SD.

## **9. DISPUTE RESOLUTION AND ARBITRATION**

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### **9.1 Dispute Resolution and Arbitration**

- i) Except as otherwise provided in the Contract, if any dispute or difference of any kind whatsoever (a "Dispute") shall arise between NPL and the Contractor in connection with, or arising out of, or relating to the Contract or the breach, termination or validity hereof, NPL and the Contractor shall attempt in good faith, to settle such Dispute in the first instance by mutual discussions initially between the Contractor and NPL through mutual discussions. In case of nonresolution dispute may be escalated. In such a case either party may give a 30 days' notice to the other Party for settlement of disputes.
- ii) If the Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated by clause no. 9.1.i), the Dispute shall be resolved through arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

- iii) The language of the arbitration shall be English, the place and seat of arbitration shall be at Chandigarh, India.
- iv) The Arbitral Tribunal shall consist of three arbitrators. Each Party shall select one arbitrator of its choice within 30 days after giving or receiving the demand for arbitration. The two arbitrators selected by the Parties shall select the third arbitrator.
- v) The award rendered shall be in writing and shall be final & binding on the Parties.
- vi) Notwithstanding the above, during the pendency of any arbitration, the Parties shall continue to perform their respective obligations under the Contract and undisputed payment due or payable by NPL shall not be withheld on account of such proceedings.
- vii) Upon every or any such reference, the costs incidental to the references and award respectively shall be in discretion of the arbitrators so appointed who may determine the amount thereof direct by whom and to whom and in what manner the same is to be borne and paid.
- viii) The provisions of this sub-clause 9.1 shall survive the termination of the Contract.

## **9.2 Resolution of unforeseen situation**

Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner considering NPL's obligation to Punjab State Power Corporation Limited (PSPCL)/ Punjab State Electricity Regulatory Commission (PSERC) as well as practical aspects/ good practices.

## **10. INSURANCE, OCCUPATIONAL SAFETY AND DEDUCTION FROM CONTRACT FEES**

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### **10.1 Workmen's Compensation Insurance with Employer's Liability**

This shall cover all the workers, temporary/ permanent, employed by the Contractor as well as their Sub-contractors for performing Scope of Work under the Contract. The Contractor shall, at its sole expense, insure and shall maintain insurance as required by Applicable Laws for all actions, suits, claims, demands, costs, charges and expenses arising in connection with the death of or injury to any person employed by the Contractor or its Sub-contractors for the purpose of the performance of the Scope of Work as per the Bid Document. In addition, the Contractor shall obtain and maintain all the insurance required to be obtained and maintained by it.

- i) NPL lists out following insurers who may be approached by the Contractor for availing the Insurance Covers:
  - a. New India Assurance Co. Ltd.
  - b. United India Insurance Co. Ltd.

- c. Oriental Insurance Co. Ltd.
- d. Bajaj Allianz Insurance Co. Ltd.
- e. HDFC Ergo General Insurance Co. Ltd.

ii) Contractor shall furnish to NPL, certificates of insurance from the Insurer showing that the above required insurance is in force, the amount of the Insurer's liability there under, and further providing that the insurance shall not be cancelled or changed until the expiration of at least 21 days after written notice of such cancellation or change has been received by NPL from the Insurer. On occurrence of such an event, the Contractor shall arrange for a replacement policy within 21 days of such a written notice.

iii) **Remedy on Failure to Insure**

If Contractor fails to effect and keep in force the insurance, NPL may affect and keep in force any such insurance and deduct the amount so paid by NPL from any amounts due or which may become due to the Contractor under the Contract or call on the CPS. NPL may also terminate the Contract if the Bidder is in breach of its obligations under this clause 10.

## **10.2 Adherence to occupational safety at workplace**

Contractor and its personnel (including all labourers, helpers, drivers, supervisors etc.) while delivering services inside NPL have to strictly adhere to the safety protocol of NPL. Any deviation from standard safety practice as designed and formulated by NPL shall attract penal provisions as per the extant rules and regulations of NPL safety department.

The Contractor shall depute proficient persons only for specific job role and the above safety rule would be binding for all persons of Contractor may be supervisors, tipper driver, hydra, hydraulic excavator or any other equipment operator and sampling witness representatives and does not in any way relive even the person at weighbridge data maintenance from this obligation. Basic safety PPEs to be procured / arranged by Contractor on their own at the cost of Contractor and to be worn while inside plant premises. Any incidence of violation shall lead to double/multiple penalty.

Any accident and loss thereof for men, material, damage of any civil mechanical and electrical infrastructure in any act of Contractor's persons, equipment and tippers shall attract applicable penalty from service bills and re-occurrence of any similar incidence shall not be accepted in any case.

NPL disclaims any liability on account of any accident or mishap if happens to Contractor's persons while rendering service under this service contract inside NPL plant premises.

### **Deduction from Contract fees**

The Bidder shall indemnify NPL for all costs, damages, or expenses, NPL may have incurred, under the Contract in respect of this clause 10. The Contractor is liable for the same and such sums shall be deducted by NPL from any money due or becoming due to the Bidder



under the Contract shall be recovered from the Bidder by encashing CPS and/or SD and/or through process of law.

## **11. TERMINATION OF CONTRACT**

### **11.1 Termination of Contract**

NPL reserves the right in its sole discretion to cancel/terminate the Contract in full or part at any time by giving 15 days written notice to the Contractor if the Contractor's performance is not found to be satisfactory to NPL or in case the Contract is found uneconomical to NPL. NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.

Change of source of Coal by Coal Company may lead to automatic termination of the Contract, in which case the Parties agree that the Bidder shall not be entitled to the payment of any termination compensation or for loss of business etc. However, the Bidder shall be entitled to payment for the work already completed before such termination.

In case the Contractor wishes to terminate the contract, he has to give 60 days' notice in writing to NPL and supply the entire Coal allotted to him to the satisfaction of NPL before such termination is considered effective.

The Parties agree that the Contractor shall not be entitled to the payment of any termination compensation.

### **11.2 Termination due to Force Majeure Event**

- a. If the Force Majeure Event subsists for a continuous period of 60 Days, then either Party shall be entitled to terminate this Contract in its sole discretion by issuing a Termination Notice to that effect. Such Termination shall take effect 30 Days from the date of such Termination Notice.
- b. In the event of a termination of this Contract as a result of a Force Majeure Event in accordance with the provisions of clause 6.8., the Parties agree that the Contractor shall not be entitled to the payment of any termination compensation; however the Contractor shall be entitled to be paid the outstanding fees in relation to the work performed under the Contract.

### **11.3 Continuing Obligations**

Termination of this Contract shall be without prejudice to any accrued rights or obligations under this Contract as at the date of termination and termination of this Contract shall not affect the continuing rights and obligations of the Bidder and NPL under clause 2 (Governing Law), 4 (Indemnification), 5 (Confidentiality), 9 (Dispute Resolution and Arbitration), 10 (Insurance) of these General Terms and Conditions, Penalties/Recoveries/Quantity Adjustment of Vol II, or any other provision of this Contract and Bid Document which is

expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

## **12. BLACKLISTING CRITERIA:**

NPL to decide whether a particular Bidder/Contractor/ needs to be blacklisted based on the criteria as under:

- a) Default as per Bid Document/PO terms (events of defaults)
- b) Influencing in the process of weighment or sampling, sample preparation or analysis of Coal at NPL and any person in NPL/ associated agency with intent as established by NPL based on credible evidence.
- c) Undue request for re-opening of issues already settled in past.
- d) Submission of eligibility requirements containing false information or falsified documents.
- e) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.
- f) Unauthorized use of name of the firm/ bidding entity or using the name of another bidding entity for the purpose of public bidding.
- g) Withdrawal of a Bid, or refusal to accept an award of PO without justifiable basis as determined by NPL.
- h) Any attempt by a Bidder to unduly influence the outcome of the bidding in his favour.
- i) Failure of the Contractor, due solely to his fault or negligence, to start supplies within prescribed schedule.
- j) Wilful or deliberate abandonment or non-performance of the contract or deliberate delay resulting to substantial breach thereof without lawful and/or just cause.
- k) Unwarranted, multiple disputes, generally on frivolous grounds. In this instance, Contractor may be cautioned based on initial transgressions.
- l) NPL shall have sole discretion to examine the blacklisted companies for considering and reviewing mutual business ties after fairly evaluating its business practices & other business parameters of blacklisted company. Decision of NPL shall be final and shall not be questioned or disputed at any stage before any forum/court/tribunal by rest

of the blacklisted Companies. No other Blacklisted Company shall have any right to challenge such decision of review.

### **13. Splitting of Scope of Work**

NPL reserves the right to split up the work in the Scope of Works section of this Bid Document and Contract among more than one Bidder during the progress of work due to unsatisfactory progress of work by a Bidder. NPL will not entertain any claim from any Bidder as a result of such splitting up. NPL also reserves the right to exclude/include any items of work from/into the scope of the Contract during the progress of work due to any reason whatsoever.

NPL reserves the right to enter into Contract (s) with more than one Party.

### **14. Powers to vary or omit any item or work**

No alterations, amendments, omissions, additions, suspensions or variations in Scope of Work shall be made by the Bidder except as directed in writing by NPL in connection with the Contract. NPL shall have full powers subject to the provision hereinafter contained from time to time during the execution of the Contract by notice in writing, to instruct the Bidder to make such variations and be bound by the same conditions as far as applicable even if the said variations occur in the specifications. If any suggested variation would, in the opinion of the Bidder if carried-out, prevent the Bidder from fulfilling any of its obligations or guarantee under Contract, the Bidder shall notify within 7 days to NPL, thereof in writing, and NPL shall decide forthwith whether or not the same shall be modified accordingly with mutual agreement of the stakeholders. The difference of rates, if any, occurring by any such variations, shall be added to or deducted from the Contract rate as the case may require in accordance with the rate specified in the Contract, subject to these being eligible for "Pass Through Cost of Coal" by the concerned Government Authorities including but not limited to PSPCL. NPL shall not become liable for the payment of any charges in respect of any such variations unless instructions for the performance of the same shall have been given in writing by NPL.

### **15. Deduction of Income Tax**

Income tax at the prevailing rates shall be deducted at source from the bills of the Contractor as per the Income Tax Act and Rules. Necessary TDS certificate will be issued by NPL.

### **16. Compliance with Applicable Permits and Applicable Laws**

The Contractor shall comply with the conditions of all Applicable Permits and the provisions of all Applicable Laws in fulfilling its obligations during the period of this Contract.

### **17. Deduction from Contract fees**

All costs, damages, or expenses NPL have incurred under the Contract for which the Contractor is liable, then such sums shall be deducted by NPL from any money due or becoming due to the Contractor under the Contract or shall be recovered from the

Contractor from his CPS and/or SD and/or through process of law.

**18. Merger & Amalgamation:**

Contractor shall obtain a No Objection Certificate (NOC) from NPL before any merger or amalgamation. On receipt of NOC, the Contractor shall ensure that all the contractual obligations are duly carried out after such merger or amalgamation by the merged / amalgamated entity.

**19. Change in the constitution of Bidder/Contractor and address**

In case there is any change in partnership or any change in constitution of the Bidder, it shall be forthwith notified by the Bidder to NPL for information. Any change in the address of the Bidder shall also be intimated to the authorised person(s) of NPL.

**20. Negligence and Default**

In case of negligence on the part of Bidder to execute the Contract with due diligence & expedition to comply with any reasonable orders given in writing by NPL in connection with the Contract or any contravention in the provisions of the Contract, NPL may give 21 days' notice in writing to the Bidder to make good the failure or neglect or contravention. If the Bidder fails to comply with the notice within 21 days' notice period (or) period between NPL & Bidder with mutual discussions, NPL may suspend business/dealing with the Bidder. Further in case of such default by Bidder, NPL may also terminate business dealings with the Bidder apart from claiming reasonable compensation/damages, forfeiture of CPS and/or SD etc.

**21. Waiver**

Any failure of NPL to insist in any one or more instances upon strict performance of the Contract/Purchase Order or to exercise any option herein contained irrespective of the length of time for which such failure continues, shall not be construed as waiver of any promise or option but the same shall remain and continue in full force and effect. No failure or delay of either Party in exercising its rights hereunder (including but not limited to the right to require performance of any provision of the Contract/Purchase Order) shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

**22. Severability**

The provisions of the Contract are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction such invalidity or unenforceability shall not affect the validity or enforceability of any of its other provisions.

**ANNEXURE IX: FORMAT FOR RAISING DISAGREEMENT  
AGAINST NPL QUALITY**

<b>Intimation to NPL - Fuel Sourcing through Email/letter</b>		<b>Date of intimating Disagreement</b>	
<b>Sampling date and time</b>		Name of Contractor's representative who witnessed the sampling process	
<b>Preparation date and time</b>		Name of Contractor's representative who witnessed the sampling process	
<b>Analysis date and time</b>		Name of Contractor's representative who witnessed the analysis process	
<b>Disagreement with regard to (sampling / preparation / test results)</b>		Name of Contractor's representative who witnessed & signed the referee sample sealing	
<b>DISAGREEMENT OF NPL LAB RESULTS</b>			
RR no./ Rake no.	Bidder	NPL Test Certificate Reference No.	
NPL Findings (ARB)			
<b>Parameter disagreed</b>	<b>ASH%</b>	<b>GCV(Kcals/Kg)</b>	
NPL Findings (ARB)			
Party's assessment (ARB)			
<b>Reason for Disagreement</b>	Applicable standard No.	Relevant clause no. in the standard	Deviation observed
<b>Suggested Action</b>			Please retain Referee Sample till disagreement resolved
			Referee Sample Analysis
			Anything Else
<b>Intimation By</b>			
<b>Contractor's Sign</b>			
<b>Contractor's Seal</b>			

**ANNEXURE X: FORMAT FOR PRELIMINARY INTEREST FOR  
PARTICIPATION IN THE BID PROCESS**  
***(On Letter Head of Bidder)***

To,

Head – Procurement  
Nabha Power Limited,  
P O Box 28, Near Village Nalash, Rajpura-140401, Punjab,  
India. Tel. No.: +91-176-2277252

Dear Sir,

**Sub: Registration of Preliminary Interest for participation in Bid Process  
Transportation of Coal from Mine to NPL Plant through RCR mode**

This has reference to your NIT published in “The Economic Times”, “Ajit” and “Punjab Kesari” on\_\_\_\_\_. We are interested in participating in the process. **We have gone through the Bid document, prima-facie understand that we meet the qualification requirement.** We also confirm that we have no history of default with NPL in past.

We acknowledge that timely & safe transportation of Coal without any pilferage / swapping / loss / lapse is key requirement and assure you that we shall live up to your expectations.

We have pleasure in furnishing details as under:

Name of Bidding Company:

Complete Office Address:

Office Telephone Nos/ Fax nos:

Contact person(s):

Designation:

Contact details (incl email):

Main line of Business: Coal washing/Coal Trading/ Coal Mining/ top three customers:

Any other information:

Yours faithfully,

For.....

Name of the Authorized Person Designation

**Note:**

1. Filled up, signed and stamped copy of above format may be scanned and emailed to [COALTENDERS.NPL@LARSENTOUBRO.COM](mailto:COALTENDERS.NPL@LARSENTOUBRO.COM)

**ANNEXURE XI: FORMAT SECURITY DEPOSIT (BANK GUARANTEE)**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)*

Bank Guarantee No.....

Date .....

To,  
**The Chief Executive,**  
Nabha Power Limited,  
PO Box 28,  
Near Village Nalash,  
Rajpura -140401, Punjab.

Dear Sir,

In consideration of M/s. Nabha Power Ltd., a company incorporated under the provisions of Companies Act, 2013, having its registered office at PO Box 28, Near Village Nalash, Rajpura, Punjab (hereinafter referred to as 'NPL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having invited Bids ----- under Bid Document No **NPL/RCR/2021-22/063** Dated ----- including all its revisions, amendments and addendums and issuance of "Contract/LoA/Purchase Order (PO) No ----- dated -----" to M/s. ----- (Insert name of Contractor) having its registered office at -----and principal place of business at ----- [hereinafter referred to as the "Contractor " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] for providing services of **Transportation of Coal from Mine to NPL Plant through Road Cum Rail (RcR) Mode from Coal Company to Nabha Power Limited.,** M/s. ----- has agreed to provide a Security Deposit by way of Bank Guarantee for the due performance of the entire Contract/LoA/PO as in terms of clause 8, Vol. I of the Bid Document. Accordingly, M/s. ----- has approached the Bank with a request to issue Bank Guarantee for Rs. -----/- (Indian Rupees ----- Crore only) (as per cl.no----- of Bid Document no **NPL/RCR/2021-22/063** dated -----, insert as applicable), valid upto DD-MM-YYYY (plus three months claim period) unless the same is extended as per the terms of the Contract/LoA/PO.

We, ----- (Name and address of the Bank), having its Head Office at----- and Branch office at ----- and issuing branch at ----- (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and permitted assigns) do hereby guarantee and undertake to pay NPL, on demand any and all monies payable by the Contractor to the extent of Rs. ----- -/- (Indian Rupees ----- Crore only), as aforesaid at any time up to ----- [days/month/year] without any delay, demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor.

Any such demand made by NPL on the Bank shall be conclusive and binding notwithstanding any difference between NPL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Bank Guarantee (Guarantee), during its currency without previous written consent of NPL and further agrees that the guarantee herein contained shall continue to remain enforceable till NPL discharges this Guarantee.

NPL shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Contractor. NPL shall also have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract, between NPL and the Contractor or any other course or remedy or security available to NPL. The Bank shall not be released of its obligations under these presents by any exercise by NPL of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of NPL or any other indulgence shown by NPL or any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that NPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor and notwithstanding any security or other guarantee that NPL may have in relation to Contractor's liabilities.

This Guarantee can be enforced by NPL any number of times for their claims or demand to the total extent of Indian Rupees -----Crore /- (Indian Rupees ----- Crore only), as long as it remains in force.

The Bank also agrees that the Guarantee shall be valid for Contract/LoA/all the Purchase Orders and their subsequent amendment(s), if any, issued on M/s -----under the Bid Document No. dated ----- including all its revisions, amendments and addendums.

The Bank confirms that no consent of the Bank shall be required to amend the Contract/LoA/ PO (s) and the amendment(s) so made shall not discharge the Bank from its liabilities under this Guarantee.

The Bank further agrees that the NPL shall be the sole judge as to whether the Contractor has committed any breach of its warranty obligations or breaches of any of the terms and conditions of the Bid Document / Contract/ LoA/PO (s) and the extent of loss, damages, costs, charges and expenses suffered or incurred or would be suffered or incurred by the NPL on account thereof.



The Bank further agrees that the guarantee herein contained during its currency and any extension thereof, shall remain in force and continue to have full effect until the obligations under the said Bid Document /Contract/LoA/PO (s) are fulfilled by the Contractor and discharged by a letter in writing by NPL stating that the terms and conditions of the said Contract/LoA/PO(s) have been fully and properly carried out by the Contractor.

Should it be necessary to extend the Guarantee or a portion of the same beyond the date of expiry of this Guarantee on account of extension of time being granted by NPL to the Contractor for the due fulfilment of the obligations under the Bid Document /Contract/LoA/PO (s) by the Contractor, the Bank undertakes to extend the period of this Guarantee until such time as may be reasonably required.

This Guarantee shall not be affected by any change in the constitution of the Contractor, NPL or the Bank or of any amalgamation or absorption thereof or therewith. This Guarantee shall inure for and be available to and enforceable by the absorbing or amalgamated company or concern.

We, the said Bank, also undertake not to revoke this Guarantee during the currency except with the previous consent of the NPL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Indian Rupees -----/- (Indian Rupees ----- Crore only), and shall remain in force up to and including ----- (the date) and shall be extended from time to time for the period, as may be desired by M/s ----- (the Contractor) on whose behalf this guarantee has been given.

This Guarantee shall be operative in our Rajpura/Chandigarh branch.

This Guarantee is governed by the laws of India.

Dated this ----- day of ----- (Month, year) at ----- (place)

Witness:

-----  
-----

Signature

Name

Office Address

Signature

Name

Designation with bank Stamp

Attorney as per

Power of Attorney Number:

Date:

Note:

1. The Stamp Paper of appropriate value shall be in the Name of the Bank issuing the BG.
  2. Power of Attorney No., Name and Designation of the executant along with bank stamp should be inserted.
- (Contractor at their option may get draft of SD vetted by NPL prior to getting the same issued by the Bank.)**

**ANNEXURE XII: ANNEXURE FOR DECLARATION OF  
SUBSIDIARIES/RELATED PARTIES**

(On the letter head of the bidder)

To,

Head – Procurement  
Nabha Power Limited,  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

**Sub: Declaration of subsidiaries for Bid Document NPL/RCR/2021-22/063**

**Dear Sir,**

With reference to Volume-I, Clause-5.5 i.e. NPL may (in its sole discretion) place an order, through issuing a Purchase Order, to the related party/subsidiary of the Bidder, we wish to inform you that we are participating in the Bid process by the name of M/s \_\_\_\_\_.

We hereby declare that following organizations are our subsidiaries and we have more than 50% stake in the organizations mentioned below.

Name of the subsidiary	Ownership/Control details	Remarks

We confirm that we may take order either in the name of organization participating in the Bid process or in the name of any of the subsidiaries mentioned above for the rates quoted under this Bid document **NPL/RCR/2021-22/063 and all subsequent revisions/ addendums/ amendments.**

We also confirm that beyond the parties mentioned in table above, we have no controlling relationship with any other party participating in the bid process.

Thanking you,  
Yours faithfully

For .....

(Manager of Constituent Company/Company Secretary of the Constituent entity)

Name:

Date:

Place

## **ANNEXURE XIII: ACCEPTANCE LETTER**

**To,**

Head – Procurement  
Nabha Power Limited  
P O Box 28, Near Village Nalash,  
Rajpura-140401, Punjab, India.  
Tel. No.: +91-176-2277252

Dear Sir,

**Sub:** Acceptance of price submitted and of the Contract

We hereby confirm our acceptance and compliance to all the provisions of the Bid Document and agree to be legally bound to the terms and conditions of the Contract.

We further declare that the Scope of Work (as defined in the Bid Document) will be executed in accordance with the provisions of the Contract. We confirm that we have considered all taxes, duties and levies (GOI/State Govt/Bodies) applicable as on the date of this Letter. We acknowledge NPL is liable to reimburse taxes, duties and levies only in case of increase/additions as applicable on the day of dispatch. Similarly, NPL shall be entitled to recover taxes, duties and levies reduced/withdrawn.

We agree to abide by the price submitted for the Scope of work as stipulated in the Bid Documents and it will remain binding upon us and may be accepted by Nabha Power Limited at any time as per the clause 9 of Vol. I.

Signature:.....

Name:.....

Designation:.....

**ANNEXURE XIV:**  
**PERFORMANCE CERTIFICATE FORMAT**

TO WHOMSOEVER IT MAY CONCERN

**Sub:** Performance certificate for *Transportation of Coal from mine to NPL Plant through Road cum Rail (RCR) Mode from Coal Company*

This is to certify that (*name of the bidder*) having registered office at (*address of the bidder*), having bidder plant at (*address of bidder plant*) has carried out the work of **Coal lifting, coordinating, road transportation , rake loading & delivery up to plant for the coal** allocated from (*name of the mine*) Coal Mine and delivered up to (*name of the power plant*), against purchase order (*number of purchase/service order*) dated \_\_\_\_\_. The details are as follows:

Sl. No.	Mine from where the coal is allocated	Coal quantity allocated (MT)	During the period (for allocation of coal quantity)	Coal quantity delivered to plant (MT)	During the period (coal quantity delivered to plant)
1					
2					
3...					

Performance of the work executed by the Bidder Operator has been satisfactory.

This certificate is issued at the request (*name of the bidder*) for the purpose of participating in tender process of M/s Nabha Power Ltd, Near Village Nalash, Rajpura-I40401, Punjab

Thanking You,

Yours Faithfully

(Signature and stamp)

Name:

Date:

Place:

**ANNEXURE XV:**  
**FINAL SETTLEMENT (CONTRACT CLOSURE NOTE)**  
**(On letterhead of Contractor)**

Date: XX.XX.XXX

Ref. Bid Document: NPL/RCR/2021-22/063

PO Nos:

Contract Duration:

Scope of work:

This is in reference to the \_\_\_\_\_(aforesaid contract), in respect of the same we \_\_\_\_\_ hereby affirm and declare that:

1. We have completed the entire scope of work in terms of the abovesaid Contract and nothing is pending or due from our end. However, we are open to complete any pending work upon intimation, which might have escaped from our knowledge.

2. We have already settled the accounts and contracts with all of our contractors, sub-contractors, agents, vendors, suppliers and other persons involved for performing the work as assigned to us under the abovesaid Contract.

3. Only an amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only ) is outstanding and pending for payment to us against the abovesaid Contract. We understand and agree that the said outstanding amount is payable without any interest and subject to deduction of applicable taxes/other financial levies, set off against any amount due from us to Nabha Power Limited (NPL).

4. The entire legal, financial, contractual and other liabilities of NPL under the abovesaid Contract stood discharged in all respects and to our complete satisfaction except the amount referred in Para 3 above and on payment/adjustment of the same we shall left with no claim, right, demand against NPL of any nature whatsoever under the aforesaid Contract.

5. The said outstanding amount of Rs. \_\_\_\_\_ (in words \_\_\_\_\_ only ) shall be released/adjusted towards Full and Final Settlement and shall be binding upon us and anyone claiming under us. All previous claims / notices / demand, communications, understandings (if any), are hereby terminated and stand superseded.

6. We \_\_\_\_\_ undertake to indemnify and keep NPL indemnified and harmless from and against all risks, costs, losses, damages, claims, actions etc. that NPL may suffer or suffered on account of any act, omission or negligence on the part of \_\_\_\_\_ or its employees, representatives, agents, workmen and any other person claiming under \_\_\_\_\_ in performance /violation of all or any of the terms and conditions stipulated under the abovesaid Contract.

7. We hereby unconditionally and irrevocably discharge NPL of and from all claims, disputes, actions, charges, contractual obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, which may have arisen or arise in future against NPL, based on any actions or events which occurred prior to \_\_\_\_\_ ( date of signing of the letter), and those arising out of or related to the aforesaid Contract.

Yours Faithfully,

For \_\_\_\_\_.

Authorized Signatory